

MULTI-SITE POTENTIALLY RESPONSIBLE PARTY SEARCH

TITLE SEARCH REPORT

CONSERVATION CHEMICAL COMPANY SITE

GARY, INDIANA

Prepared For:

U.S. Environmental Protection Agency
Region 5
Chicago, IL 60604

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Contract No.	: 68-W4-0015
Work Assignment No.	: C05008
Dynamac No.	: C008-202-123C
Site No.	: N/A
Date Prepared	: December 17, 1998
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1.0 INTRODUCTION

1.1 Work Assignment Background

Dynamac Corporation (Dynamac) received Work Assignment C05008 under the U.S. Environmental Protection Agency (EPA) Contract No. 68-W4-0015 to provide multi-site Potentially Responsible Party (PRP) Search support for EPA Region 5. One task defined in EPA's statement of work (SOW) for this work assignment and described in the April 4, 1995, Dynamac Revised Work Plan, is performance of site-specific title searches.

On November 5, 1998, Dynamac received technical direction in the form of a Title Search Request Form from EPA WAM Ruth Miles, directing Dynamac to complete a title search for the properties immediately adjacent to the Conservation Chemical Company Site (target property) located in Gary, Lake County, Indiana.

This report describes the technical approach and findings related to Dynamac's title search activities for this target property.

1.2 Site Background

According to information provided by EPA, the Conservation Chemical Company property is located at 6500 Industrial Highway, in Gary, Lake County, Indiana. The target properties consist of 15 parcels surrounding the Conservation Chemical Company property. The target properties are bordered to the north by Chicago Avenue (a.k.a State Road 312), to the east by U.S. 12, to the west by State Road 912, and to the south by the Gary Municipal Airport and other properties. The 15 parcels which comprise the target property are located in a predominantly industrial and commercial area.

1.3 Technical Direction

EPA informed Dynamac that the purpose of this title search is to discover the owner or owners of land surrounding the Conservation Chemical Company Site (the Site). The Site does not lie adjacent to any public road, and access can only be had over private property. The Site is surrounded by properties owned by various parties, and access to the Site is blocked in all directions by these properties. In order to gain ready access to the Site, EPA needs to obtain permission from an adjacent land owner, or identify an existing easement from a public road to the Site.

EPA directed Dynamac to conduct a title search to identify the current owner(s) of the properties that are adjacent to the Conservation Chemical Company property. EPA also directed Dynamac to research all existing easements, including the easement that was transferred from Leonard Refining Company to Conservation Chemical Company.

EPA provided Dynamac a copy of a title search performed for the Conservation Chemical Company Site in February 1994.

2.0 TECHNICAL APPROACH

2.1 Obtaining Title Records

Prior to traveling to obtain title records, Dynamac staff telephoned the Lake County Recorder of Deeds Office (Recorder's Office), located in Crown Point, Indiana, to determine the availability and accessibility of information and documents necessary to complete a title search for the parcels which comprise the target property. After confirming the locations of other county offices that would provide additional necessary information, Dynamac obtained hours of operation, and procedures and costs for obtaining copies of documents.

At the Lake County Auditor's Office (Auditor's Office), Dynamac utilized the maps provided in the 1994 title search to obtain some target property key numbers from map books. Utilizing the key numbers, Dynamac obtained Real Estate Assessment and Transfer Record Cards (transfer cards) which identified the current owner of the parcels, the transfer dates, type of document, and the transfer history, when available.

At the Lake County Surveyor's Office (Surveyor's Office), Dynamac obtained an aerial map of the Conservation Chemical Company Site and the surrounding target properties.

At the Recorder's Office, Dynamac utilized the transfer card information to request the most recent transfer documents for the 15 parcels which constitute the target property. Dynamac also researched easement information in grantor/grantee books. Dynamac placed a copy request for all relevant documents and was informed that they would be mailed to Dynamac (See Section 3.3 for further discussion regarding the copy request).

2.2 Analysis of Title Records

Dynamac completed a review and analysis of the title search records obtained for the target property. The review and analysis focused on the following areas:

- definition of legal boundaries for each tax parcel in the target property boundaries
- development of a map depicting tax parcels in the target property boundaries
- development of a current ownership table for each tax parcel
- narrative summary of title search results
- owner address and telephone number search

Dynamac's title search findings are presented in Section 3.0 of this report. Title search documents are provided as References 1 through 9.

3.0 RESEARCH FINDINGS

3.1 Title Search Summary/Description of Parcels

According to Lake County records, the target properties are located in Sections 26 and 35, Township 37 North, Range 9 West, in the City of Gary, Lake County, Indiana. Figure 1 is a map that identifies the boundaries of the target properties. The target properties are contained within the land described in the following legal descriptions:

Target Property Legal Descriptions

Parcel 40-151-8 (CCC Property):

Part of the NE 1/4 of Section 35 and of the SE 1/4 of Section 26, all in Township 37 North, Range 9 West of the 2nd P.M., described as follows:

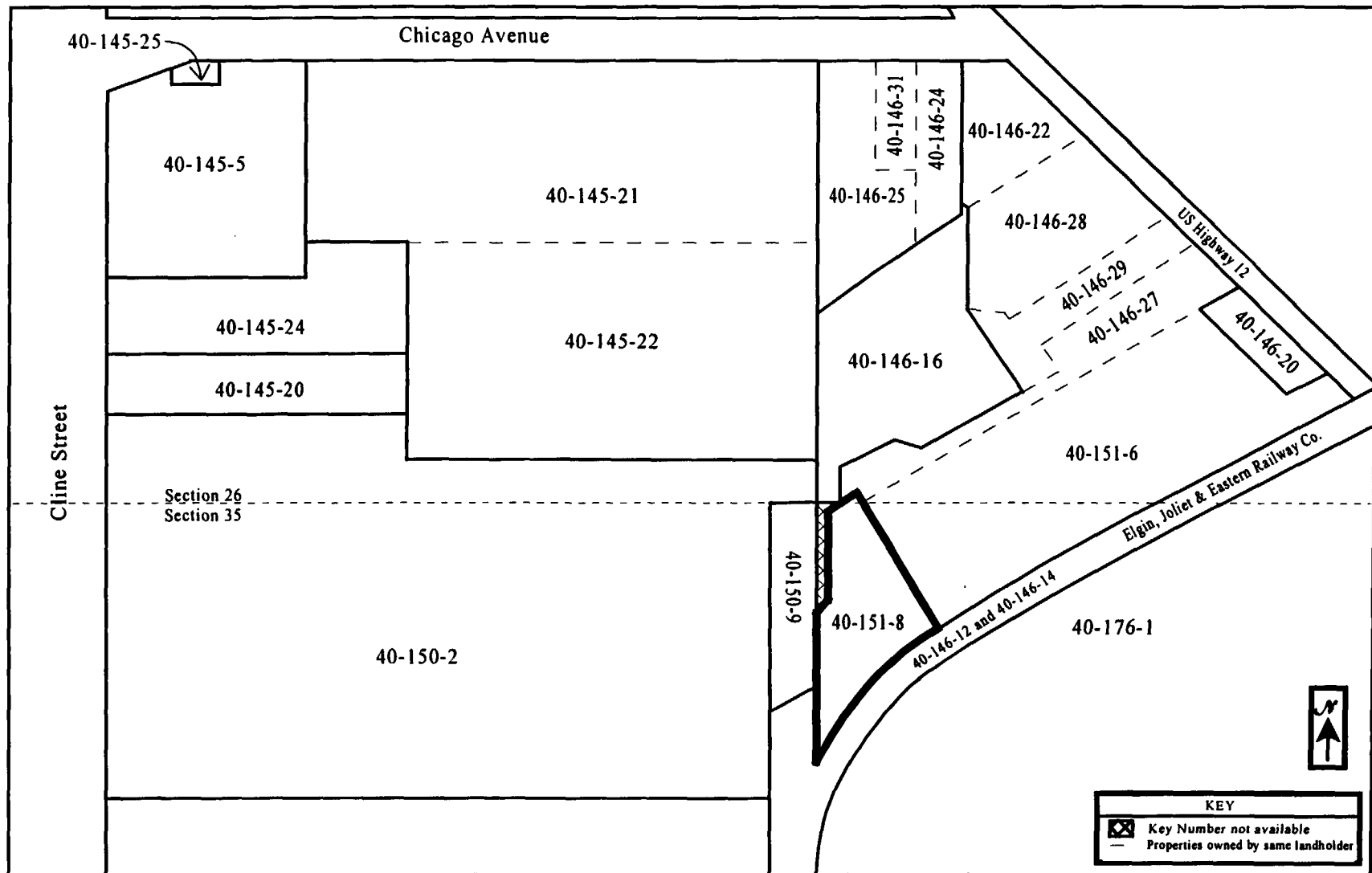
Beginning at a point in the West line of the NE 1/4 of said Section 35, which is 404.33 feet South of the NW corner of the NE 1/4 of said Section 35; thence South along the West line of the NE 1/4 of said Section 35; 412.26 feet more or less, to a point, in the Northwestern property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern R.R. Co. (now Elgin, Joliet & Eastern R.R. Co.) by Deed dated April 16, 1910 and recorded with Recorder of Deeds of Lake County, Indiana, in Book 179 page 350, as Document #32505, said line now being the Northernly right of way line of the Elgin, Joliet & Eastern R.R. Co. thence Northeasterly along the Northwesternly right of way line of the Elgin, Joliet and Eastern R.R. Co., 660.40 feet, more or less, to a point of curve on said R.R. right of way; thence North 40 degrees 20 minutes 45 seconds West a distance of 508.24 feet to a point on a line which is 500 feet from the tangential portion of the Northwesternly right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto, and 1543.27 feet Southwesterly from the Southwesterly right of way of the Industrial Highway; thence South 44 degrees 59 minutes West 53.12 feet more or less to South line of said Section 26; thence continue along the last described line produced 61.44 feet, more or less to a point which is 46 feet East of the West line of said NE 1/4 of Section 35, said 46 feet being measured at right angles to said Quarter Section line 259.75 feet to a point; or less to the South line of said along the last described line produced a point; thence Southwesterly along a line making an angle of 24 degrees 43 minutes to the right a distance of 110 feet, more or less, to the point of beginning, in the City of Gary, Lake County, Indiana.

Parcel 40-146-16:

Part of the Southeast Quarter (SE-1/4) of Section Twenty-six (26) Township Thirty-Seven (37) North, Range Nine (9) West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

Beginning at the Southwest (SW) corner of the Southeast Quarter (SE-1/4) of said Section Twenty-six (26); thence South Eighty-eight (88) degrees, thirty (30) minutes, fifteen (15) seconds East, along the South line of said Section Seventy-seven and two hundredths (77.02) feet; thence North, along a line parallel to and seventy-seven (77) feet from, measured at right angles to, the North and South center line of said Section Twenty-Six (26), one hundred thirty-one and seventy-seven hundredths (131.77) feet to a point; thence Northeasterly along a line sixty (60) degrees, thirty-eight (38) minutes right to the last described course, one hundred twenty-three and seventy hundredths (123.70) feet to a point; thence continuing Northeasterly, along a line eight (08) degrees, twenty-six (26) minutes right to the last described course, forty-four and seventy-six hundredths (44.76) feet to a point of curve; thence continuing Northeasterly on a curve convex to the North having a radius of two hundred ninety-seven and ninety-four hundredths (297.94) feet, an arc distance of one hundred fourteen and four tenths (114.4) feet to a point; thence Easterly, tangent to last described course, six and forty hundredths (6.40) feet to a point; thence Northeasterly along a line four (04) degrees, sixteen (16) minutes, forty-five (45) seconds left to the last described course, forty-one and fifty-two hundredths (41.52) feet to a point; thence Northeasterly along a line twenty-six (26) degrees, nine (09) minutes, fifteen (15) seconds left to the last described course three hundred and forty-two and fifty-four hundredths (342.54) feet to a point; thence Northwesternly with an

FIGURE 1
TARGET PROPERTY MAP
CONSERVATION CHEMICAL COMPANY SITE
GARY, INDIANA



interior angle of ninety (90) degrees, thirty-nine (39) minutes, fifteen (15) seconds a distance of three hundred forty-four and seven hundredths (344.07) feet more or less to a point five hundred and twenty (520) feet of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-six (26); thence North parallel to the west line of the Southeast Quarter (SE-1/4) of said Twenty-Six (25) a distance of three hundred forty-six and seventy-nine hundredths (346.79) feet; thence Northwesterly parallel to Industrial Highway a distance of twenty-seven and sixty-five hundredths (27.65) feet more or less to a point five hundred (500) feet South of Chicago Avenue and five hundred (500) feet East of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence South parallel to the West 11 line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26) a distance of forty-nine and one hundredth (49.01) feet; thence Southwesterly five hundred forty and seventy-five hundredths (550.75) feet more or less to a point eight hundred sixty-eight and seventy hundredths (868.70) feet South of the South line of Chicago Avenue and forty (40) feet East of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence Westerly parallel to the South line of Chicago Avenue a distance of forty (40) feet to the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence South along the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26) a distance of seven hundred eleven and eight tenths (711.8) feet more or less to the point of beginning.

Parcel: 40-151-6:

Part of the Northeast quarter of Section 35 and of the Southeast quarter of Section 26, all in Township 37, North, Range 9 West of the 2nd P.M., described as follows: Beginning at a point in the West line of the Northeast quarter of said Section 35, which is 404.33 feet South of the Northwest corner of the Northeast quarter of Section 35; thence South along the West line of the Northeast quarter of said Section 35; 412.26 feet, more or less, to a point in the Northwesterly property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern Railroad Co., (now Elgin, Joliet and Eastern Railroad Company) by Deed dated April 16, 1910, and recorded with Recorder of Deeds of Lake County, Indiana, in Book 179, page 350, as Document No. 32505, said line now being the Northerly right of way line of the Elgin, Joliet and Eastern Railroad Company; thence Northeasterly along said Northwesterly right of way line of the Elgin, Joliet, and Eastern Railroad Co., 2,264.25 feet, more or less, to a point on the Southwesterly line of the 80 foot highway known as Industrial Highway; thence Northwesterly along the Southwesterly line of said Industrial Highway, a distance of 522.75 feet to a point which is 500 feet from Northwesterly right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto, thence Southwesterly along a line parallel to and 500 feet from the tangential portion of said Northwesterly right of way line of said Elgin, Joliet, and Eastern Railroad, Co., 1543.27 feet; thence Southwesterly along a line 15 degrees to the left, 53.12 feet, more or less, to the South line of said Section 26; thence continuing along the last described line produced 61.44 feet, more or less, to a point which is 46 feet East of the West line of said Northeast quarter of said Section 35, said 46 feet being measured at right angles to said quarter Section line; thence South along a line parallel to and 46 feet distant from said quarter Section line 259.75 feet to a point; thence Southwesterly along a line making an angle of 24 degrees 43 minutes to the right, a distance of 110 feet, more or less, to the point of beginning excepting therefrom the following described tract: Beginning at a point on the Southerly right of way line of the public highway commonly known and described as Industrial Highway and further known as U.S. Highway 12, 135 feet Northwesterly of and at right angles to the Northerly right of way line of the Elgin, Joliet and Eastern Railroad; thence Southwesterly and parallel to the Northerly line of said right of way to a point which is 150 feet Southwesterly of and at right angles to said Southerly line of Highway 12; thence in a Northwesterly direction and parallel to the Southerly line of said Highway 12; to the Westerly line of the property hereinabove described, being a distance of 388 feet, more or less, thence in a Northeasterly direction on Westerly line of the property herein described, to the Southerly line of said Industrial Highway being a distance of 150 feet, more or less, thence Southeasterly and along the Southerly line of Industrial Highway, to the point of beginning, in the City of Gary, Lake County, Indiana.

Parcel 40-151-27:

Part of the Southeast quarter of Section 26 and the Northeast quarter of Section 35, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, and being bounded and described as follows: Commencing at the Southwest corner of the Southeast quarter of said Section 26; thence East along the South line of said Section, 77.02 feet to the point of beginning; thence North along a line parallel to and 77 feet from measured at right angles to the North and South center line of said Section 26, 131.77 feet to a point; thence Northeasterly along a line 60 degrees 38 minutes right to the last described course, 123.70 feet to a point; thence continuing Northeasterly along a line 8 degrees 26

minutes right to the last described course, 44.76 feet to a point of curve; thence continuing Northeasterly, on a curve convex to the North having a radius of 297.94 feet; an arc distance of 114.4 feet to a point, thence Northeasterly, tangent to last described course, 6.40 feet to a point, thence continuing Northeasterly, along a line 4 degrees 16 minutes 45 seconds left to the last described course, 41.52 feet to a point; thence Northeasterly along a line 26 degrees 09 minutes 15 seconds left to the last described course, 503.38 feet to a point; thence Northwesterly at right angles to the last described course, 119.69 feet to a point; thence Northeasterly along a line forming an interior angle of 98 degrees 21 minutes 30 seconds to the last described course, 647.72 feet to a point on the Southwesterly right of way line of a public road commonly known as Industrial Highway; thence Southeasterly, along said Southwesterly right of way line of Industrial Highway which forms an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 267.14 feet to a point which marks the most Northerly corner of the property deeded to Johnson's Incorporated by E.J. and E. Railway Company dated October 9, 1944 and recorded October 23, 1944, in Deed Record 710, page 112; thence Southwesterly along said Johnson's Northwesterly line along a line forming an interior angle of 72 degrees 57 minutes to the last described course, 1,543.27 feet to a point; thence Southwesterly along a line 15 degrees 00 minutes left to the last described course, 70.37 feet to a point; thence North, along a line forming an interior angle of 45 degrees 38 minutes to the last described course, 12.41 feet to the point and place of beginning.

Parcel 40-151-28:

Part of the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, and being bounded and described as follows: Beginning at a point on the Southwesterly right of way line of Industrial Highway which is, 101.16 feet Northwesterly of the Northeasterly corner of Parcel No. 2 hereinabove described and measured along said Southwesterly right of way line of Industrial Highway; thence Northwesterly, along said Southwesterly right of way line of Industrial Highway, 391.24 feet to a point; thence Southwesterly, along a line forming an interior angle of 101 degrees 00 minutes to the last described course, 483.50 feet to a point; thence Northwesterly along a line 79 degrees 02 minutes 30 seconds right to the last described course, 12.35 feet to a point; thence Southerly, along a line forming an interior angle of 46 degrees 22 minutes 30 seconds to the last described course, 346.79 feet to a point; thence Easterly along a line forming an interior angle of 91 degrees 40 minutes to the last described course 125.5 feet to a point; thence Southeasterly along a line 58 degrees right to the last described course, 65.08 feet to a point; thence Northeasterly, along a line forming an interior angle of 81 degrees 38 minutes 30 seconds to the last described course, 668.28 feet to the point and place of beginning.

Parcel 40-146-29:

A parcel of land situated in the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian, described as follows: Beginning at a point on the Southwesterly right of way line of a public roadway commonly known as Industrial Highway, said point being 267.14 feet Northwesterly of the most Northerly corner of the property acquired by the Berry Refining Company from Johnson Oil Company by Deed recorded in Deed Record 710, page 112; thence Northwesterly along said Southwesterly right of way line of Industrial Highway 101.16 feet to a point; thence Southwesterly along a line forming an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 668.28 feet to a point; thence Northwesterly along a line forming an angle of 81 degrees 38 minutes 30 seconds to the last described course, 65.08 feet to a point; thence Westerly along a line 58 degrees 58 minutes left to the last described course extended 125.5 feet to a point; thence Southeasterly along a line forming an interior angle of 62 degrees 58 minutes to the last described course, 344.89 feet to a point; thence Northeasterly at right angles to the last described course, 160.84 feet to a point; thence Northwesterly at right angles to the last described course 119.69 feet to a point; thence Northeasterly along a line 81 degrees 38 minutes 30 seconds right to the last described course extended, 647.72 feet to the point of beginning, in the City of Cary, Lake County, Indiana.

Parcel 40-146-22:

Part of the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd P.M., described as: Commencing at a point in the South line of Chicago Avenue 500 feet East of the point where the North and South center line of said Section 26 intersects the south line of said Chicago Avenue, thence South parallel to said North and South center line 500 feet to a point; thence Southeasterly parallel to the Southwesterly line of Industrial Highway 40 feet to a point, thence Northeasterly 485 feet, more or less, to a point on the Southwesterly line on said Industrial Highway,

said point being 350 feet in a Southeasterly direction from the intersection of said Southwesterly line of Industrial Highway with the Southerly line of Chicago Avenue; thence Northwesterly along the Southwesterly line of said Industrial Highway 350 feet to a point in the South line of Chicago Avenue; thence West along the South line of said Chicago Avenue 171.24 feet, more or less, to the point and place of beginning, in the City of Gary, Lake County, Indiana.

Excluding therefrom all that land heretofore sold by Leonard Refineries, Inc., a Michigan Corporation, to Conservation Chemical Company of Illinois, a Missouri Corporation, pursuant to an agreement dated May 5, 1967 and recorded with the recorder of deeds of Lake County, Indiana in Book 959, page 38.

Parcel 40-145-21

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian being more particularly described as follows:

Commencing at the intersection of the Centerline of Chicago Avenue and the East line of said Southwest Quarter of Section 26; thence running South 0 degrees 29 minutes 25 seconds East, along the East line of said Southwest Quarter of Section 26, a distance of 110.07 feet to the point of beginning, said point lying on the South right-of-way line of Chicago Avenue; thence continuing South 0 degrees 29 minutes 25 seconds East, along the East line of said Southwest Quarter of Section 26, a distance of 620.09 feet; thence North 88 degrees 27 minutes 48 seconds West, parallel with the Centerline of Chicago Avenue, a distance of 1701.88 feet; thence North 1 degree 32 minutes 12 seconds East, a distance of 619.70 feet; thence South 89 degrees 27 minutes 48 seconds East, along the South right-of-way line of Chicago Avenue, a distance of 1679.95 feet to the point of beginning, containing 24.055 acres, more or less, all in the City of Gary, Lake County, Indiana.

Subject to any condition that an inspection of the premises and an accurate survey may show and to covenants, easements and restrictions of record.

Parcel 40-145-22

Part of the Southwest quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian and more particularly described as follows: Commencing at the Southeast corner of said Southwest quarter; thence North 0 degrees 29 minutes 25 seconds West along the East line of said Southwest quarter a distance of 125.01 feet to the Point of Beginning; thence North 89 degrees 00 minutes 36 seconds West along a line parallel with the South line of said Southwest quarter, a distance of 1116.23 feet; thence North 0 degrees 29 minutes 25 seconds West along a line parallel to the East line of said Southwest quarter, a distance of 786.08 feet; thence South 88 degrees 27 seconds 48 seconds East, a distance of 1116.55 feet to the East line of said Southwest quarter; thence South 0 degrees 29 minutes 25 seconds East, along the East line of said Southwest quarter a distance of 775.42 feet to the Point of Beginning, in the City of Gary, Lake County, Indiana.

Parcel 40-145-5

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being more particularly described as follows: Commencing at a brass plug at the Southwest corner of said Southwest Quarter; thence S 89 degrees 00 minutes 36 seconds East along the South line of said Southwest Quarter 383.68 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence North 00 degrees 10 minutes 38 seconds West along said right-of-way line 822.26 feet to the point of beginning; thence continuing North 00 degrees 10 minutes 38 seconds West along said right-of-way line 601.32 feet to a point; thence North 62 degrees 8 minutes 14 seconds East 241.70 feet to the South right-of-way line of Chicago Avenue; thence North 88 degrees 27 minutes 48 seconds East along said right-of-way line of Chicago Avenue 406.91 feet to a point; thence South 1 degree 32 minutes 12 seconds West 719.70 feet; thence South 88 degrees 27 minutes 48 seconds West 599.56 feet to the point of beginning. Except property transferred to Northwest Indiana Water Company.

Parcel 40-145-25

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being more particularly described as follows: Commencing at a brass plug at the Southwest corner of said Southwest Quarter; thence S 89degrees 00 minutes 36seconds East along the South line of said Southwest Quarter 383.68 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence North 00 degrees 10 minutes 38 seconds West along said right-of-way line 822.26 feet to a point; thence continuing North 00 degrees 10 minutes 38 seconds West along said right-of-way line 601.32 feet to a point; thence North 62 degrees 8 minutes 14 seconds East 169.40 feet to the Point of Beginning; thence continuing North 62 degrees 8 minutes 14 seconds East 72.30 feet to the South right-of-way line of Chicago Avenue; thence North 88 degrees 27 minutes 48 seconds East along said right-of-way line of Chicago Avenue 88.61 feet to a point; thence South 1 degree 32 minutes 12 seconds West 89.00 feet; thence South 88 degrees 27 minutes 48 seconds West 150.00 feet; thence North 00 degrees 10 minutes 18 seconds West 53.53 feet to the point of beginning.

Parcel 40-145-24

Part of the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at the Southwest corner of said SW 1/4 of Section 26; thence South 89 degrees 00 minutes 36 seconds E., along the South line thereof, a distance of 383.58 feet to a point on the East Right-of-Way line of Frontage Road No. 2 of Indiana State Highway 912 (a.k.a. Cline Avenue) as the same was acquired by the Circuit Court of Lake County on July 11, 1966 in Cause No. C-65-989 and deeded to State of Indiana by Clerk's Deed recorded as Document Number 696721 in Deed Record 1339 Pages 539 through 545; thence North 0 Degrees 10 Minutes 18 Seconds West, along the East line of said Frontage Road No. 2, a distance of 450.0 feet to the true point of beginning; thence North 89 Degrees 00 Minutes 36 Seconds East, along a line parallel to and 450 feet North of the South Line of said SW1/4 of Section 26, a distance of 1190.15 feet to a point on a line which is parallel to and 1116.23 feet West of the East line of said SW1/4 of Section 26, thence North 0 Degrees 29 Minutes 25 Seconds West, along said parallel line, 461.08 feet to a point on a line which is parallel to and 619.70 feet South (by right angles) of the Southerly Right-of-Way line of Chicago Avenue, which R/W line is 110 feet South of the center line of Chicago Avenue; thence North 83 degrees 27 Minutes 48 Seconds West, along said parallel line, 585.33 feet to a point on the East line of a parcel of land occupied by an LPG Gas Terminal; thence South 1 Degree 32 Minutes 12 Seconds West, at right angles, 100.0 feet to the Southeast corner of said LPG Terminal parcel; thence 88 degrees 27 Minutes 48 Seconds West, along the South line of said parcel, 599.56 feet to a point on the East line of Frontage Road No. 2; thence South 0 Degrees 10 Minutes 18 Seconds East, along said East line, 372.26 feet to the point of beginning, containing 11.345 acres, more or less all in Gary, Lake County, Indiana.

Parcel 40-145-20

Part of the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian described as follows: Commencing at the Southwest corner of said SW 1/4 of Section 26; thence South 89 degrees 00 minutes 36 seconds E., along the South line thereof, a distance of 383.58 feet to a point on the East Right-of-Way line of Frontage Road No. 2 of Indiana State Highway 912 (a.k.a. Cline Avenue) as the same was acquired by the Circuit Court of Lake County on July 11, 1966 in Cause No. C-65-989 and deeded to State of Indiana by Clerk's Deed recorded as Document Number 696721 in Deed Record 1339 Pages 539 through 545; thence North 0 Degrees 10 Minutes 18 Seconds West, along the East line of said Frontage Road No. 2, a distance of 250.0 feet to the true point of beginning; thence North 89 Degrees 00 Minutes 36 Seconds East, along a line parallel to and 250 feet North of the South Line of said SW1/4 of Section 26, a distance of 1190.15 feet to a point on a line which is parallel to and 1116.23 feet West of the East line of said SW1/4 of Section 26, thence North 0 Degrees 29 Minutes 25 Seconds West, along said parallel line, 200 feet to a point; thence North 89 degrees 00 Minutes 36 Seconds West, along a line parallel to an 450 feet North of the South line said SW1/4 of Section 26, 1190.15 feet to a point on the East line of said Frontage Road No. 2; thence South 0 Degrees 10 Minutes 18 Seconds East, along the East line of said Frontage Road No. 2, a distance of 200.0 feet to the point of beginning, containing 5.466 acres, more or less all in Gary, Lake County, Indiana.

Parcel 40-150-2

Part of the North 1000.0 feet of the Northwest Quarter of Section 35, and part of the South 250.0 feet of the Southwest Quarter of Section 26, all in Township 37 North, Range 9 West of the Second Principal Meridian and more particularly described as follows:

Commencing at the Northwest corner of said Section 35 (Southwest corner of Section 26); thence running South, 89 degrees 00 minutes 36 seconds East, along the North line of said Section 35 (South line of Section 26), a distance of 383.58 feet to a point on the East right-of-way line of Frontage Road No. 2 of Indiana State Highway 912 (Cline Avenue) as acquired for Project SU831(8) by the Circuit Court of Lake County, Indiana, on July 11, 1966 as Cause No. C-65-989 and deeded to the State of Indiana by Clerk's Deed as Document #696721 in Deed Record 1339, pages 539 through 545, which point is the place of beginning; thence South 0 degrees 10 minutes 18' East, along said East right-of-way line, 1000.00 feet; thence South 89 degrees 00 minutes 36 seconds East, parallel with the North line of said Section 35, 2167.13 feet to a point on the West right-of-way line of the Elgin, Joliet & Eastern Railroad; thence North 0 degrees 0 minutes 8 seconds East, along said West right-of-way line, 305.62 feet to the Southwest corner of a tract of land conveyed by Defense Plant Corp. to Johnson's Inc. and recorded in Deed Record 709, page 261 in the Office of the Recorder of Lake County, Indiana; thence North 0 degrees 12 minutes 43 seconds East, along the West line of said Johnson's, Inc. tract and the North line of said Northwest Quarter of Section 35, a distance of 694.29 feet to the Northwest corner of said Johnson's, Inc. tract and the North line of said Section 35; thence South 89 degrees 00 minutes 36 seconds East, along the North line of said Johnson's, Inc. tract and the North line of said Section 35, a distance of 136.18 feet to the Northeast corner of the Northwest Quarter of said Section 35 (also the Southeast corner of the Southwest Quarter of said Section 26); thence North 0 degrees 28 minutes 25 seconds West, along the East line of the Southwest Quarter of said Section 26, a distance of 250.03 feet; thence North 89 degrees 00 minutes 36 seconds West, parallel with the South line of said Section 26, a distance of 2307.49 feet to the aforesaid East right-of-way line of Frontage Road No. 2; thence South 0 degrees 10 minutes 18 seconds East, along said East right-of-way a distance of 250.00 feet to the place of beginning, containing 63.039 acres, more or less, all in the City of Gary, Lake County, Indiana.

Subject to easements, rights-of-way, building restrictions, minerals heretofore reserved by previous owners, any valid mineral leases of record, and unmatured installments of special assessments, if any.

Parcel 40-176-1

Those lands incorporated in Reconstruction Finance Corporation project known as Tracts A and C of Plancer 1035, Rubber Synthetics, Gary, Indiana (WAA No.R-Ind. 6), legally described as follows:

That part of the East one Half (E1/2) of Section Thirty-five (35), Township Thirty-seven (37), Range Nine (9) West, of the Second Principal Meridian, lying between the C.L.S. & E. Railroad and the Grand Calumet River, and that part of the West One Half (W1/2) of Section Thirty-six (36), Township Thirty-seven (37) Range Nine (9) West, lying between the U.S. Highway No. 12 and the Grand Calumet River, and that part of the Southeast Quarter (SE1/4) of Section Thirty-six (36), Township Thirty-seven (37), Range Nine (9) West, lying between U.S. Highway No. 12 and the Grand Calumet River, and that part of the Southeast Quarter (SE1/4) of Section Twenty-six (26), Township Thirty-seven (37), Range Nine (9) West lying between the C.L.S. & E. Railroad and U.S. Highway No. 12, all in the City of Gary, Lake County, Indiana. Tract A is composed of 476.885 acres and Tract C is composed of 133.971 acres. Total area is approximately 610 acres, with all its appurtenances, being a part of the same property acquired by the Defense Plant Corporation under that certain Warranty Deed executed by the Gary Land Company, an Indiana Corporation, dated August 25, 1942, and filed for record in the Recorder's office of Lake County, Indiana on October 9, 1942, as Document No.742127, in Book No.666, Page 278, and that certain Warranty Deed executed by the Elgin, Joliet and Eastern Railroad Company, an Illinois and Indiana corporation, dated December 22, 1942, and filed for record in the Recorder's Office of Lake County, Indiana, on December 23, 1942, as Document No. 82584, in Book 670, Page 68 including all buildings and improvements thereon.

3.2 Current Target Property Ownership and Tax Status

The current ownership of the target properties is presented in Table 1. One parcel adjacent to the Conservation Chemical Company property could not be identified with a key number by Lake County, Indiana, personnel. The ownership of this parcel, which is identified on Figure 1 with shading, is unknown.

3.3 Special Circumstances Encountered

The system of tracking land ownership in Lake County, Indiana, is completely reliant on key numbers. These key numbers are assigned to parcels by the Assessor's Office, and then mapped. Discovering the key numbers for target property parcels requires access to these maps. However, maps were not available for some areas, and other maps are outdated. For these reasons, it was not possible to acquire ownership information for all the target properties, and it was not possible to obtain deeds documenting land transfers for all the parcels.

3.4 Additional or Supplemental Research Efforts

At the Lake County Treasurer's Office (Treasurer's Office), Dynamac utilized the key number for the Conservation Chemical Company property to obtain the current tax status for the Site property. The Treasurer's Office provided a printout indicating that Conservation Chemical Company is delinquent on several years of tax payments. The total taxes and penalties owed are \$83,080.83 (Reference 14).

3.5 Telephone Number and Address Search Results

Dynamac utilized a computer database (Listings Deluxe, 1997) and directory assistance, when necessary, to locate telephone numbers and addresses of target property owners identified in this title search. A summary of this information is provided in Table 2.

TABLE 1
CONSERVATION CHEMICAL COMPANY SITE
TARGET PROPERTIES OWNERS AND TRANSACTIONS

PROPERTY TRANSFERRED	DOCUMENT TYPE	GRANTOR	GRANTEE	DATE RECORDED	DOCUMENT NUMBER	REFERENCE NUMBER
40-145-5 40-145-25	Order of Condemnation	Amerigas Propane L.P.	Northwest Indiana Water Company	04/02/97	97030132	1
40-145-24	Trustee's Deed	Gainer Bank	Tony Zaleski, Jr.	10/11/94	94064457	2
40-145-20	Transfer Record	Hoosier State Bank of Indiana Trust A878	NBD Bank Trust A878	09/14/94	None	10
40-176-1	Quit Claim Deed	Quit-Claim Deed	Gary Regional Airport Authority District	01/22/92	92004675	3
40-146-16	Corporate Quitclaim Deed	Avondale Industries, Inc.	Connell Limited Partnership	04/06/87	910703	4
40-145-22	Trustee's Deed	Hoosier State Bank of Indiana Trust A878	George J. Beemsterboer, Inc.	10/08/81	646775	5
40-145-21	Warranty Deed	Theodore G., Dorothy L., Simon B., and Marie C. Beemsterboer	George J. Beemsterboer, Inc.	05/21/80	585121	6
40-146-27, 40-151-6, 40-146-28, 40-146-29, 40-146-22	Warranty Deed	Wayne Waggoner	Constance Coulopoulos	01/25/79	513091	7
40-150-2	Quit Claim Deed	Cities Service Oil Co.	Hoosier State Bank of Indiana Trust A878	01/13/76	333499	8
Site Property 40-151-8	Agreement	Leonard Refineries, Inc.	Conservation Chemical Co. Of Illinois	01/15/67	710100	9
40-150-9 40-146-14 40-146-12	Transfer Records	Unknown	Elgin, Joliet & Eastern Railway Co. (Formerly Chicago, Lake Shore & Eastern Railway Co.)	00/00/00	None	11-13

TABLE 2
TELEPHONE NUMBER AND ADDRESS SEARCH RESULTS

NAME	ADDRESS	TELEPHONE NUMBER
Amerigas Propane L.P.	1023-1 E. Summit St. #2 Crown Point, IN 46307	219-663-1630
Beemsterboer, George	7348 Tapper Ave. Hammond, IN 46324	219-937-4037
Couloupoulos, Constance	127 Tremont St. Boston, MA 02108	617-227-0444
Elgin, Joliet & Eastern Railway Co.	2114 S. Halsted St. Chicago Heights, IL 60411	708-755-3728
Gary Chicago Airport	6001 Industrial Hwy. Gary, IN 46406	219-949-9722
Hoosier State Bank of Indiana	No Listing	No Listing
NBD Bank	5470, 6790, and 8585 Broadway Merrillville, IN 46410	219-981-2800 219-462-5000 219-738-4237
Northwest Indiana Water Company	650 Madison St. Gary, IN 46402	219-886-1410

4.0 REFERENCES

1. Court Order. Plaintiff: Northwest Indiana Water Company. Defendants: Amerigas Propane, L.P. Date Recorded: 04/02/97. Doc. No. 97030132. Property Referenced: 40-145-25 and 40-145-5.
2. Trustee's/Quit Claim Deed. Grantor: Gainer Bank, As Trustee for Trust #A-878. Grantee: Tony Zaleski, Jr. Date Recorded: 09/14/94. Doc. No. 94064457. Property Referenced: 40-145-24.
3. Quit-Claim Deed. Grantor: City of Gary, Lake County, IN. Grantee: Gary Regional Airport Authority District. Date Recorded: 01/22/92. Doc. No. 92004675. Property Referenced: 40-176-1.
4. Corporate Quitclaim Deed. Grantor: Avondale Industries, Inc. Grantee: Connell Limited Partnership. Date Recorded: 04/06/87. Doc. No. 910703. Property Referenced: 40-146-16.
5. Trustee's/Quit Claim Deed. Grantor: Hoosier State Bank of Indiana - as Trustee for Trust #A-878. Grantee: George J. Beemsterboer, Inc. Date Recorded: 10/07/81. Doc. No. 646775. Property Referenced: 40-145-22.
6. Warranty Deed. Grantor: Theodore, Dorothy, Simon, & Marie Beemsterboer. Grantee: George Beemsterboer, Inc. Date Recorded: 05/14/80. Doc. No. 585121. Property Referenced: 40-145-21.
7. Warranty Deed. Grantor: Wayne Waggoner. Grantee: Constance Coulopoulos. Date Recorded: 01/25/79. Doc. No. 513091. Property Referenced: 40-146-27, 40-151-6, 40-146-28, 40-146-29, and 40-146-22.
8. Quit Claim Deed. Grantor: Cities Service Oil Co. (a/k/a Cities Service Petroleum Co.). Grantee: Hoosier State Bank of Indiana - As Trustee for Trust #A-878. Date Recorded: 01/12/76. Doc. No. 333499. Property Referenced: 40-150-2.
9. Agreement. Grantor: Leonard Refineries, Inc. Grantee: Conservation Chemical Co. of Illinois. Date Recorded: 01/15/67. Doc. No. 710100. Property Referenced: 40-151-8.
10. Real Estate Assessment and Transfer Record. Grantor: Hoosier State Bank of Indiana - as Trustee for Trust #A-878. Grantee: NBD Bank & Trust - as Trustee for Trust #A-878. Date Recorded: 07/23/93. Property Referenced: 40-145-20.
11. Real Estate Assessment and Transfer Record. Grantee: Elgin, Joliet & Eastern Railway Co. (Formerly Chicago, Lake Shore & Eastern Railway Co.). Date Recorded: 00/00/00. Property Referenced: 40-150-9.

REFERENCES - continued

12. Real Estate Assessment and Transfer Record. Grantee: Elgin, Joliet & Eastern Railway Co. (Formerly Chicago, Lake Shore & Eastern Railway Co.). Date Recorded: 00/00/00. Property Referenced: 40-146-14.
13. Real Estate Assessment and Transfer Record. Grantee: Elgin, Joliet & Eastern Railway Co. (Formerly Chicago, Lake Shore & Eastern Railway Co.). Date Recorded: 00/00/00. Property Referenced: 40-146-12.
14. Tax Status Computer Printout. Property Referenced: 40-151-8. Taxpayer: Conservation Chemical Company.
15. Key Number Maps, Portions of Sections 26 and 35, Township 37 North, Range 9 West. Various dates.
16. Composite Sidwell Map and Aerial Photograph, Sections 26 and 35, Township 37 North, Range 9 West. Spring 1978.

5.0 CONTACTS

1. Ruth Miles, Work Assignment Manager, United States. Environmental Protection Agency (EPA) Region 5, 77 W. Jackson Blvd., Chicago, IL 60604. (312) 353-6431
2. Valerie Mullins, Enforcement Specialist, EPA Region 5, 77 W. Jackson Blvd., Chicago, IL 60604. (312) 353-5578.
3. Lake County Recorder of Deeds Office, Lake County Government Center, 2293 North Main Street, Crown Point, Indiana 46307. (219) 755-3730.
4. Lake County Auditor's Office, Lake County Government Center, 2293 North Main Street, Crown Point, Indiana 46307. (219) 755-3120.
5. Office of the Lake County Surveyor, Lake County Government Center, 2293 North Main Street, Crown Point, Indiana 46307. (219) 755-3745.
6. Claire Smith, Litigation Support Specialist, Title Researcher. Dynamac Corporation, 111 N. Canal St., Suite 955, Chicago, IL 60606. (312) 466-0222.

ATTACHMENTS
TITLE SEARCH REPORT
CONSERVATION CHEMICAL COMPANY SITE
GARY, INDIANA

1. The first part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees. The names are listed in alphabetical order of the last name.

1

14

STATE OF INDIANA)
COUNTY OF LAKE)

SS:

IN THE LAKE SUPERIOR COURT
ROOM FIVE, SITTING AT HAMMOND,
LAKE COUNTY, INDIANA

NORTHWEST INDIANA
WATER COMPANY,

Plaintiff,

vs.

AMERIGAS PROPANE, L.P.,
a Delaware limited partnership,
CHASE MANHATTAN BANK, formerly
known as CHEMICAL BANK, a New
York State banking corporation,
and BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION,

Defendants.

CAUSE NO. 45D05-9703-CP-432

Filed in Open Court

APR 02 1997

Anna M. Antone
CLERK LAKE SUPERIOR COURT

ORDER OF CONDEMNATION AND FOR APPOINTMENT OF APPRAISERS

On March 4, 1997, Plaintiff, Northwest Indiana Water Company (hereinafter "Northwest"), filed its Complaint for Condemnation seeking to condemn fee simple title and certain rights-of-way and easements affecting certain real estate located in Lake County, Indiana. On March 4, 1997, the Clerk of this Court issued Notice to the Defendant, AmeriGas Propane, L.P., a Delaware Limited Partnership (hereinafter "AmeriGas"), requiring it to appear at 9:30 o'clock A.M. on April 2, 1997, to show cause why the real estate sought to be appropriated in the Complaint for Condemnation should not be appropriated. On March 14, 1997, Northwest filed its Amended Complaint naming Chase Manhattan Bank, formerly known as Chemical Bank, a New York State banking corporation, and Bank of America National Trust and Savings Association, as additional defendants. On March 14, 1997, the Clerk of this Court issued

TICOR TITLE INSURANCE
Greenfield, Indiana

40-143-5 (AC, 1997)

#206987
K. Hodge & Sons
Attn: Charles Hodge
3700 Brookline
Merr, IL 60410

000757

3500
Su

07030132

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING

97 MAR 13 AM 5:5

Notice to the additional defendants requiring them to appear at 9:30 o'clock A.M. on April 2, 1937, to show cause why the real estate sought to be appropriated in the Amended Complaint for condemnation should not be appropriated.

Defendant, Americans, appears by Attorney Robert F. Parker of the law firm of Beckman, Kelly & Smith. Additional defendants fail to appear.

The Court, having examined the Amended Complaint for condemnation, there being no objections filed by the established time, and having heard the evidence thereon and being duly advised, now finds:

1. The Court has jurisdiction of the subject matter of this proceeding and over the persons of the defendants.

2. Northwest is a corporation organized under the laws of the State of Indiana, having corporate offices in Gary, Lake County, Indiana. Northwest is authorized by its Articles of Incorporation to furnish, supply, transmit, transport, distribute, sell, furnish and supply water to the public in the State of Indiana, and is engaged in doing so in numerous communities within the State of Indiana, including the City of Gary, Lake County, Indiana. Northwest is authorized by law to take, acquire, condemn and appropriate land, real estate or any interest therein, for

carrying out the foregoing purposes and objects, together with all accommodations, rights and privileges deemed necessary to accomplish the uses for which the property is taken, under and by virtue of Indiana Code § 32-11-3-1.

3. In the course of Northwest's business of furnishing, transmitting, and distributing water to the public, and more particularly, in the areas in and adjacent to the City of Gary, Lake County, Indiana, Northwest has determined that it is necessary to construct and install, maintain, operate, repair, inspect, protect, renew, remove and replace a water main or mains and a pump station, together with necessary connections, valves and other appurtenances, and to operate by means thereof a system for the distribution, transportation and transmission of water to or from the City of East Chicago, to or from Northwest's water system ("the Project"). All of this is necessary to maintain the water supply, service, pressure and fire protection capability and to accommodate future demands in the community.

4. In connection with the Project, it is necessary for Northwest to take, appropriate, acquire, and make use of land, rights-of-way and easements, hereinafter specifically described, in, over, through, and across portions of certain real estate owned by the Defendant, AmeriGas. The areas for which fee simple title, rights-of-way and easements are sought are described as follows:

A. Northwest seeks to acquire fee simple title to real estate owned by AmeriGas which will be used to construct, install, maintain, operate, repair, inspect, protect, renew, remove and replace a pump station, together with necessary connections, valves and other appurtenances. This real estate is hereinafter referred to as the "Land" and described as follows:

LEGAL DESCRIPTION OF LAND TO BE ACQUIRED IN FEE SIMPLE
(THE "LAND")

A parcel of land in the Southwest Quarter of Section 26, Township 17 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being a part of a tract of land conveyed to AmeriGas Propane, L.P. by a Deed dated 04/19/1993 and recorded 05/26/1995 as Document Number 95030026 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows (bearings based on the East right-of-way line of Cline Avenue having a direction of N 00°10'18" W):

Commencing at a brass plug at the Southwest corner of said Southwest Quarter; thence S 89°00'36" E along the South line of said Southwest Quarter 383.58 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence N 00°10'18" W along said right-of-way line 383.56 feet to the Southwest corner of said AmeriGas tract; thence continuing N 00°10'18" W along said right-of-way line and on the West line of said AmeriGas tract 601.32 feet to the Northwest corner of said AmeriGas tract; thence N 88°27'42" E along the Northerly line of said AmeriGas tract, said line also being the Easterly line of said Cline Avenue, 169.40 feet to an iron pipe at the intersection with a line which is parallel with and 150.00 feet East of as measured perpendicular to the West line of said AmeriGas tract, said point also being the POINT OF BEGINNING; thence continuing N 82°08'14" E along said Northerly line 72.30 feet to a 5/8" diameter x 30" long rebar with PTGR/Bonar identification cap at an angle point in said Northerly line, said point also being on the South right-of-way line of Chicago Avenue; thence S 88°27'42" E along said Northerly line on said South right-of-way line 28.61 feet to a 5/8" diameter x 30" long rebar with PTGR/Bonar identification cap; thence S 01°32'12" W perpendicular to said Northerly line 89.00 feet to a 5/8" diameter x 30" long rebar with PTGR/Bonar identification cap; thence N 88°27'42" W parallel with said Northerly line 150.00

feet to a 5/8" diameter x 30" long rerod with PTGR/Bonar identification cap at the intersection with a line which is parallel with and 150.00 feet East of as measured perpendicular to the West line of said AmeriGas tract; thence N 00°10'18" W along said parallel line 33.53 feet to the point of beginning; said parcel containing 12,332 square feet/0.283 acres, more-or-less, and subject to all existing easements and rights-of-way.

B. Northwest seeks to obtain a permanent non-exclusive easement across a portion of real estate owned by AmeriGas for ingress and egress to the Land for which Northwest seeks fee simple title. This permanent easement will hereinafter be referred to as the "Access Easement" and is described as follows:

**LEGAL DESCRIPTION OF THE PERMANENT EASEMENT
FOR INGRESS AND EGRESS TO THE "LAND"
(THE "ACCESS EASEMENT")**

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being a part of a tract of land conveyed to AmeriGas Propane, L.P. by a Deed dated 04/19/1995 and recorded 05/26/1995 as Document Number 95030026 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows (bearings based on the East right-of-way line of Cline Avenue having a direction of N 00°10'18" W):

Commencing at the Southwest corner of said Southwest Quarter; thence S 89°00'36" E along the South line of said Southwest Quarter 383.58 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence N 00°10'18" W along said right-of-way line 822.26 feet to the Southwest corner of said AmeriGas tract; thence continuing N 00°10'18" W along said right-of-way line and on the West line of said AmeriGas tract 601.32 feet to the Northwest corner of said AmeriGas tract; thence N 62°08'14" E along the Northerly line of said AmeriGas tract, said line also being the Easterly line of said Cline Avenue, 241.70 feet to an angle point in said Northerly line, said point also being on the South right-of-way line of Chicago Avenue; thence S 88°27'48" E along said Northerly line on said South right-of-way line 88.61 feet; thence S 01°32'12" W perpendicular to

said Northerly line 37.00 feet to the POINT OF BEGINNING; thence S 88°27'48" E parallel with said Northerly line 240.00 feet; thence N 01°32'12" E perpendicular to said Northerly line 37.00 feet to a point on said Northerly line, said line also being the South right-of-way line of said Chicago Avenue; thence S 88°27'48" E along said Northerly line on said South right-of-way line 20.00 feet; thence S 01°32'12" W perpendicular to said Northerly line 57.90 feet; thence N 88°27'48" W parallel with said Northerly line 260.00 feet; thence N 01°32'12" E perpendicular to said Northerly line 20.00 feet to the point of beginning; said parcel containing 5,940 square feet/0.136 acres more-or-less and subject to all existing easements and rights-of-way.

The specific rights and interests in the Access Easement sought to be condemned and the terms and conditions thereof are:

i. Northwest shall acquire a perpetual and permanent easement across a portion of the real estate owned by AmeriGas for ingress and egress to the Land for which Northwest seeks fee simple title.

ii. The Access Easement shall be non-exclusive and used by Northwest and its contractors, sub-contractors, employees, agents, licensees, lessees, invitees, successors and assigns for the purposes of pedestrian and vehicular ingress and egress between the Land and Chicago Avenue.

iii. Northwest may construct, repair, resurface and maintain the surface of the Access

Easement in a manner acceptable to Northwest at its own expense.

iv. The Access Easement shall be binding upon and inure to the benefit of AmeriGas and its successors and assigns and Northwest and its successors and assigns.

C. Northwest seeks to obtain a utility transmission easement, including title to the 54" concrete pipe located within the utility easement, across real estate owned by AmeriGas. This real estate will be used to construct and install, maintain, operate, repair, inspect, renew, remove and replace a water main or mains, together with necessary connections, valves and other appurtenances. This easement will hereinafter be referred to as the "Utility Easement" and is described as follows:

**LEGAL DESCRIPTION OF PERMANENT UTILITY TRANSMISSION EASEMENT
(THE "UTILITY EASEMENT")**

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being a part of a tract of land conveyed to AmeriGas Propane, L.P. by a Deed dated 04/19/1995 and recorded 05/26/1995 as Document Number 95030026 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows (bearings based on the East right-of-way line of Cline Avenue having a direction of N 00°10'18" W):

Commencing at the Southwest corner of said Southwest Quarter; thence S 89°00'35" E along the South line of said Southwest Quarter 383.58 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence N 00°10'18" W along said right-of-way line 822.26 feet to the Southwest corner of said AmeriGas tract; thence continuing N 00°10'18" W along said right-of-way line and on

the West line of said AmeriGas tract 351.74 feet to the POINT OF BEGINNING; thence continuing N 00°10'18" W along said right-of-way line and on the West line of said AmeriGas tract 25.00 feet; thence N 89°49'42" E perpendicular to said West line 124.00 feet; thence N 00°10'18" W parallel with said West line 289.65 feet to a point on the Northerly line of said AmeriGas tract, said line also being the Easterly line of said Cline Avenue; thence N 62°08'14" E along said Northerly line 29.36 feet to the intersection with a line which is parallel with and 150.00 feet East of as measured perpendicular to the West line of said AmeriGas tract; thence S 00°10'18" E parallel with said West line 53.53 feet to the intersection with a line which is parallel with the South right-of-way line of Chicago Avenue and 89.30 feet South of as measured perpendicular to said South right-of-way line; thence S 88°27'48" E parallel with said South right-of-way line 14.01 feet to the intersection with a line which is parallel with and 164.00 feet East of as measured perpendicular to the West line of said AmeriGas tract; thence S 00°10'18" E parallel with said West line 630.98 feet to the South line of said AmeriGas tract; thence N 88°27'48" W along said South line 40.02 feet to the intersection with a line which is parallel with and 124.00 feet East of as measured perpendicular to the West line of said AmeriGas tract; thence N 00°10'18" W parallel with said West line 355.44 feet to the intersection with a line which is perpendicular to said West line and running through the point of beginning; thence S 89°49'42" W along said perpendicular line 124.00 feet to the point of beginning; said parcel containing 29,544 square feet/0.678 acres, more-or-less, and subject to all existing easements and rights-of-way.

D. Northwest also seeks to obtain a ten (10') foot wide temporary construction easement which will parallel the Utility Easement on real estate which is owned by AmeriGas. This easement will hereinafter be referred to as the "Construction Easement" and is described as follows:

**LEGAL DESCRIPTION OF 10' WIDE TEMPORARY CONSTRUCTION EASEMENT
WHICH PARALLELS THE "UTILITY EASEMENT"
(THE "CONSTRUCTION EASEMENT")**

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and being a part of a tract of land conveyed to AmeriGas Propane, L.P. by a Deed dated 04/19/1995 and recorded 05/26/1995 as Document Number 95030026

in the Office of the Recorder of Lake County, Indiana; said parcel described as follows (bearings based on the East right-of-way line of Cline Avenue having a direction of N 00°10'18" W):

Commencing at the Southwest corner of said Southwest Quarter; thence S 89°00'36" E along the South line of said Southwest Quarter 183.58 feet to a point on the East right-of-way line of Indiana State Highway No. 912 also known as Cline Avenue; thence N 00°10'18" W along said right-of-way line 822.26 feet to the Southwest corner of said AmeriGas tract; thence S 88°27'48" E along the South line of said AmeriGas tract 164.07 feet to the intersection with a line which is parallel with the West line of said AmeriGas tract and 164.00 feet East of as measured perpendicular to said West line, said intersection being the POINT OF BEGINNING; thence N 00°10'18" W parallel with said West line 630.98 feet to the intersection with a line which is parallel with the South right-of-way line of Chicago Avenue and 89.00 feet South of as measured perpendicular to said South right-of-way line; thence S 88°27'48" E parallel with said South right-of-way line 10.00 feet to the intersection with a line which is parallel with the West line of said AmeriGas tract and 174.00 feet East of as measured perpendicular to said West line; thence S 00°10'18" E parallel with said West line 630.98 feet to the South line of said AmeriGas tract; thence N 88°27'48" W along said South line 10.00 feet to the point of beginning; said parcel containing 6,310 square feet/0.145 acres, more-or-less, and subject to all existing easements and rights-of-way.

The foregoing Utility Easement and Construction Easement described in Paragraphs 4 (C) and (D) are hereinafter collectively referred to as the "Easement Property". The specific rights and interests in the Easement Property sought to be condemned and the terms and conditions thereof are:

1. Northwest shall acquire a perpetual non-exclusive easement on the previously described Utility Easement to construct and install, maintain, operate, repair, inspect, protect, renew, remove and replace a water main or mains, together with necessary connections,

valves and other appurtenances which mains and appurtenances are hereinafter referred to as the "Facilities" and to operate by means thereof, a system for the distribution and transportation of water under and across such real estate.

ii. Northwest shall acquire a temporary construction easement on the previously described Construction Easement which is an additional strip of land ten (10') feet in width parallel with and adjoining the Utility Easement to use for construction purposes. The Construction Easement shall terminate upon the completion of the initial installation of mains and the pump station.

iii. The use of the surface of the above-described real estate shall be reserved for AmeriGas and their successors and assigns in so far as such use is not inconsistent with the Utility Easement and Construction Easement hereby granted but such rights shall not permit any structure to be located on the Utility Easement other than concrete and asphalt paving for driveways and parking.

iv. Any damage to the crops, fences, tiles, or roads of AmeriGas caused by Northwest in the construction

and installation of the mains or in the maintenance, operation, repair, inspection, removal, or replacement thereof, shall be promptly paid by Northwest provided written notice thereof is given to Northwest at its Gary office (or such other place as Northwest may designate in writing) within thirty (30) days after the occurrence of such damage.

v. Northwest is further granted the right from time to time to install additional lines of main in the Utility Easement and to change the size of its facilities located therein. Any damage to the crops, fences, tiles or roads of AmeriGas caused by Northwest therefrom shall be ascertained and paid in the manner described above.

vi. Northwest may, without liability, cut, trim, remove and eradicate any and all trees, underbrush, bushes, saplings, other similar growths now or hereafter growing upon or extending over the Utility Easement in contravention of Subparagraph iii above, and, so long as the Construction Easement remains in effect, the Construction Easement area insofar as may be reasonably necessary to the exercise by Northwest of any and all of the rights hereby granted. Except as is otherwise necessary for Northwest's maintenance and use of the facilities, Northwest shall restore to pre-existing

condition, to the extent feasible, any portion of the surface of such areas disturbed by trenching, excavation or other work by Northwest incident to the exercise of the rights hereby granted.

vii. In addition to the Utility Easement described herein, Northwest is also acquiring all of AmeriGas's right, title and interest in and to that certain 54" concrete pipe located in the Utility Easement, including the right to cut into the pipeline to install Northwest's mains in such pipeline.

viii. The rights-of-way and easements shall be binding upon and inure to the benefit of AmeriGas and its successors and assigns, and Northwest and its successors and assigns.

5. Northwest has negotiated with AmeriGas in an effort to purchase the interests sought to be condemned herein and in compliance with Indiana Code § 32-11-1-2.1 has made the required Offer to Purchase the interests sought to be appropriated and acquired by Northwest for the public utility purposes set out above. The parties have been unable to agree upon the purchase and sale of interests.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Plaintiff is entitled to appropriate and condemn such fee simple title, rights-of-way and easements for the uses and purposes herein before set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that _____
JEFF VALE, RICHARD WAISS,
and RON JARASOZ, disinterested freeholders of
Lake County, are hereby appointed appraisers as provided by law, to
assess the damages which the Defendants, as the owner or other
interest holder of the above-described real estate, will sustain or
be entitled to by reason of such appropriation and condemnation,
and they are hereby directed to report to the Court on the 12th
day of April, 1997, at 8:30 o'clock A.M. to take their oath
as provided by law and to receive instructions as to their duties
as appraisers, and thereafter to proceed to assess such damages and
to report their awards to the Court in accordance with those
instructions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bank of
America National Trust and Savings Association shall have ten (10)
days from receipt of this Order to appear before the Superior Court
of Lake County, Indiana, the Hon. James J. Richards, Judge of the
Superior Court of Lake County, Indiana, at his chambers in the
Courthouse of Lake County, to show cause, if any, it has why the
real estate appropriated in the Amended Complaint of Northwest

Indiana Water Company should not be appropriated free of any interest of Bank of America National Trust and Savings Association. The Clerk of the Lake Superior Court is ordered to serve a copy of this Order on the Defendant, Bank of America National Trust and Savings Association, by Certified Mail, Return Receipt Requested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon payment to the Clerk of this Court of the damages so assessed, the property described herein shall be condemned and appropriated by Plaintiff for the purposes and uses and on the terms and conditions described in Paragraph 4 hereof.

Dated this 2 day of April, 1997.


JUDGE, LAKE SUPERIOR COURT, ROOM FIVE

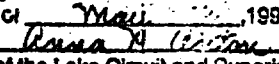
15978
14,331-22

CERTIFICATION OF CLERK

As legal custodian I hereby certify that the above and foregoing is a true and complete copy of the original on file with this office in the cause stated thereon.

Witness my hand and the seal of the court this

5th day of May, 1997.


Clerk of the Lake Circuit and Superior Courts

By:


Deputy Clerk

3026 45TH ST.
HIGHLAND, INDIANA 46322

ONLY EXCEPT FOR TAXATION SUBJECT TO
OF THE INDIANA DEPARTMENT OF REVENUE

SEP 14 1994

TRUSTEE'S DEED

James R. Trainor

GAINER BANK, a National Association, as successor to HOOSIER

STATE BANK & TRUST COMPANY, as Trustee under Trust No. A-878

RELEASES AND QUIT CLAIMS

To Tony Zaleski, Jr. of Lake County, in the State of Indiana
for the sum of Ten dollars (\$10.00) and other good and valuable
consideration, the following described real estate in Lake County,
in the State of Indiana to-wit:

Part of the Southwest Quarter of Section 26, Township 37
North, Range 9 West of the Second Principal Meridian
described as follows: Commencing at the Southwest corner
of said SW1/4 of Section 26; thence South 89 degrees 00
minutes 36 seconds E., along the South line thereof, a
distance of 383.58 feet to a point on the East Right-
of-Way line of Frontage Road 2 of Indiana State Highway
912 (a.k.a. Cline Avenue) as the same was acquired by the
Circuit Court of Lake County on July 11, 1966 in Cause
No. C-65-989 and deeded to the State of Indiana by
Clerk's Deed recorded as Document Number 696721 in Deed
Record 1339 Pages 539 through 545; thence North 0 Degrees
10 Minutes 18 Seconds West, along the East line of said
Frontage Road No. 2, a distance of 450.0 feet to the true
point of beginning; thence South 89 Degrees 00 Minutes
36 Seconds East, along a line parallel to and 450 feet
North of the South Line of said SW1/4 of Section 26, a
distance of 1190.15 feet to a point on a line which is
parallel to and 1116.23 feet West of the East line of
said SW1/4 of Section 26, thence North 0 Degrees 29
Minutes 25 Seconds West, along said parallel line, 461.08
feet to a point on a line which is parallel to and 619.70
feet South (by right angles) of the Southerly Right-of-
Way line of Chicago Avenue, which R/W line is 110 feet
South of the center line of Chicago Avenue; thence North
88 degrees 27 Minutes 48 Seconds West, along said
parallel line, 585.33 feet to a point on the East line
of a parcel of land occupied by an LPG Gas Terminal;
thence South 1 Degree 32 Minutes 12 Seconds West, at
right angles, 100.0 feet to the Southeast corner of said
LPG Terminal parcel; thence North 88 degrees 27 Minutes
48 Seconds West, along the South line of said parcel,
599.56 feet to a point on the East line of Frontage Road
No. 2; thence South 0 Degrees 10 Minutes 18 Seconds East,
along said East line, 372.26 feet to the point of
beginning, containing 11.354 Acres, more or less all in
Gary, Lake County, Indiana.

IN WITNESS WHEREOF, the GAINER BANK, as successor to the HOOSIER
STATE BANK & TRUST COMPANY, as Trustee of Trust No. A-878, by

Thomas Trainor Trust Officer, has hereunto set its
hand and seal this 21 day of February, 1991.

GAINER BANK, AS Trustee

Gainer Bank
Trust Officer

(SEAL)

James R. Trainor (SEAL) 834

94064457

SA SEP 14 1994

STATE OF INDIANA
DEPARTMENT OF REVENUE
RECEIVED

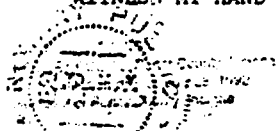
STATE OF INDIANA)

COUNTY OF LAKE)

SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State personally appeared the within named Thomas Trainer, as Trust Officer of the GAINER BANK, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

WITNESS MY HAND AND SEAL, this 21 day of February, 1991



Nancy K. Davis
Notary Public

NOTARY PUBLIC
NANCY K. DAVIS

County of Residence: Laurens

My Commission Expires: 12-31-92

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 2 day of June, A. D. 19 75, creating Trust No. A 878 and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the GAINER BANK, NATIONAL ASSOCIATION, Successor by merger to GARY NATIONAL BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the GAINER BANK, NATIONAL ASSOCIATION, Successor by merger to GARY NATIONAL BANK, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

This instrument prepared by: JOSEPH E. COSTANER
Burke, Murphy, Costanza & Cuppy
720 W. Chicago Avenue
East Chicago, Indiana 46312
(219) 397-2401

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION. BY THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTING OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

52004675

QUIT-CLAIM DEED

This Indenture witnesseth that CITY OF GARY

of LAKE County in the State of INDIANA

Releases and quit claims to

GARY REGIONAL AIRPORT AUTHORITY DISTRICT

of LAKE County in the State of INDIANA
for and in consideration of ONE DOLLAR AND 00/100 CENTS (\$1.00)
the receipt whereof is hereby acknowledged, the following Real Estate in LAKE County
in the State of Indiana, to wit:

SEE ATTACHED EXHIBIT "A"

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

JAN 22 1992

James M. Cantor
AUDITOR LAKE COUNTY

tax mailing address: 6001 W Industrial Hwy, Gary, IN 46406

State of Indiana, LAKE County, ss:

Before me, the undersigned, a Notary Public in and for said County
and State, this 27th day of November 1991
personally appeared:

ATTEST, GWEN MALONE

THOMAS Y. BARNES, MAYOR

GILBERT KING, JR., PRESIDENT

RICHARD J. COMER, VICE-PRESIDENT

BARBARA UPCHURCH, SECRETARY

And acknowledged the execution of the foregoing deed. In witness
whereof, I have hereunto subscribed my name and affixed my of-
ficial seal. My commission expires 1-1-92

LAKE COUNTY RESIDENT Notary Public

Signed this 27th Day of November 1991

Thomas V. Barnes Seal
THOMAS V. BARNES, MAYOR

Gilbert King, Jr. Seal
GILBERT KING, JR., PRESIDENT

Richard J. Comer Seal
RICHARD J. COMER, VICE PRESIDENT

Barbara Upchurch Seal
BARBARA UPCHURCH, SECRETARY

Gwen Malone Seal
GWEN MALONE

This instrument prepared by Phyllis J. Senegal

00494

MAIL TO:

EXHIBIT "A"

Those lands incorporated in Reconstruction Finance Corporation project known as Tracts A and C of Plancer 1035, Rubber Synthetics, Gary, Indiana (WAA No.R-Ind. 6), legally described as follows:

That part of the East One Half (E1/2) of Section Thirty-five (35), Township Thirty-seven (37), Range Nine (9) West, of the Second Principal Meridian, lying between the C.L.S. & E. Railroad and the Grand Calumet River, and that part of the West One Half (W1/2) of Section Thirty-six (36), Township Thirty-seven (37), Range Nine (9) West, lying between the U.S. Highway No. 12 and the Grand Calumet River, and that part of the Southeast Quarter (SE1/4) of Section Thirty-six (36), Township Thirty-seven (37), Range Nine (9) West, lying between U.S. Highway No. 12 and the Grand Calumet River, and that part of the Southeast Quarter (SE1/4) of Section Twenty-six (26), Township Thirty-seven (37), Range Nine (9) West lying between the C.L.S. & E. Railroad and U.S. Highway No. 12, all in the City of Gary, Lake County, Indiana. Tract A is composed of 476.885 acres and Tract C is composed of 133.971 acres. Total area is approximately 610 acres, with all its appurtenances, being a part of the same property acquired by the Defense Plant Corporation under that certain Warranty Deed executed by the Gary Land Company, an Indiana corporation, dated August 25, 1942, and filed for record in the Recorder's Office of Lake County, Indiana on October 9, 1942, as Document No. 742127, in Book No. 666, Page 278, and that certain Warranty Deed executed by the Elgin, Joliet and Eastern Railroad Company, an Illinois and Indiana corporation, dated December 22, 1942, and filed for record in the Recorder's Office of Lake County, Indiana, on December 23, 1942, as Document No. 82584, in Book 670, Page 68 including all buildings and improvements thereon.

Key # 10-176-142

Key # 10-156-394

3 910703

CORPORATE QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That Avondale Industries, Inc.
(successor by merger to Luria Brothers & Company, Inc.)

and existing under the laws of the State of Delaware, QUITCLAIMS
Connell Limited Partnership

of New Castle County, in the State of Delaware
of Ten Dollars (\$ 10.00)

For valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in
Indianapolis County, in the State of Indiana:

APR 6 1987 See Exhibit A attached hereto and made a part hereof.

James N. Antevy HUSBAND HEREBY CERTIFIES THAT NO INDIANA GROSS INCOME TAX IS DUE
ON THIS TRANSFER OF AN INTEREST IN THE REAL ESTATE DESCRIBED
HEREIN.

CHICAGO TITLE INSURANCE CO.

Record and Return to: 37-92 90 Park avenue, 35th Floor
NEW YORK, NEW YORK 10016

Att: R. Desk Susan Andolora

The undersigned persons executing this deed on behalf of said grantor corporation represent and certify that they are duly elected officers of said corporation and have been fully empowered, by proper resolution of the Board of Directors of said corporation to execute and deliver this deed; that the grantor corporation has full corporate capacity to convey the real estate described herein and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the said Avondale Industries, Inc.

has caused this deed to be executed this 27th day of March, 19 87

(SEAL)

Avondale Industries, Inc.
(Name of Corporation)

ATTEST:

By:

Signature Edward J. Joyce, Jr.

Signature Albert L. Boasier, Jr.

Printed Edward J. Joyce, Jr.

Printed Albert L. Boasier, Jr.

Office Secretary

Office Executive Vice President

COMMONWEALTH OF
MASSACHUSETTS

COUNTY OF SUFFOLK

} ss:

Before me, a notary Public in and for said County and State, personally appeared Albert

L. Boasier, Jr. and Edward J. Joyce, Jr.

Executive Vice President and Secretary

of Avondale Industries, Inc.

corporation organized and existing under the laws of the State of Delaware and acknowledged the execution of the foregoing Corporate Quitclaim Deed for and on behalf of said corporation, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of March, 19 87

My commission expires

Signature Allen Schole

Printed Allen Schole, Notary Public

Residing in Suffolk County, Massachusetts

This instrument was prepared by Allen Schole, attorney at law

Allen Schole, Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue, New York, New York 10022

Notary Public in the State of Indiana by Indianapolis Bar Association

Notary Public in the State of Indiana by Indianapolis Bar Association

RECORDED IN CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
48307

Exhibit A

Parcel 1:

Part of the Southeast Quarter (SE-1/4) of Section Twenty-six (26) Township Thirty-Seven (37) North, Range Nine (9) West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

Key #40-146-16

Beginning at the Southwest (SW) corner of the Southeast Quarter (SE-1/4) of said Section Twenty-six (26); thence South Eighty-eight (88) degrees, thirty (30) minutes, fifteen (15) seconds East, along the South line of said Section Seventy-seven and two hundredths (77.02) feet; thence North, along a line parallel to and seventy-seven (77) feet from, measured at right angles to, the North and South center line of said Section Twenty-Six (26), one hundred thirty-one and seventy-seven hundredths (131.77) feet to a point; thence Northeasterly along a line sixty (60) degrees, thirty-eight (38) minutes right to the last described course, one hundred twenty-three and seventy hundredths (123.70) feet to a point; thence continuing Northeasterly, along a line eight (08) degrees, twenty-six (26) minutes right to the last described course, forty-four and seventy-six hundredths (44.76) feet to a point of curve; thence continuing Northeasterly on a curve convex to the North having a radius of two hundred ninety-seven and ninety-four hundredths (297.94) feet, an arc distance of one hundred fourteen and four tenths (114.4) feet to a point; thence Easterly, tangent to last described course, six and forty hundredths (6.40) feet to a point; thence Northeasterly along a line four (04) degrees, sixteen (16) minutes, forty-five (45) seconds left to the last described course, forty-one and fifty-two hundredths (41.52) feet to a point; thence Northeasterly along a line twenty-six (26) degrees, nine (09) minutes, fifteen (15) seconds left to the last described course three hundred and forty-two and fifty-four hundredths (342.54) feet to a point; thence Northwesterly with an interior angle of ninety (90) degrees, thirty-nine (39) minutes, fifteen (15) seconds a distance of three hundred forty-four and seven hundredths (344.07) feet more or less to a point five hundred and twenty (520) feet East of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-

six (26); thence North parallel to the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26) a distance of three hundred forty-six and seventy-nine hundredths (346.79) feet; thence Northwesterly parallel to Industrial Highway a distance of twenty-seven and sixty-five hundredths (27.65) feet more or less to a point five hundred (500) feet South of Chicago Avenue and five hundred (500) feet East of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence South parallel to the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26) a distance of forty-nine and one hundredth (49.01) feet; thence Southwesterly five hundred fifty and seventy-five hundredths (550.75) feet more or less to a point eight hundred sixty-eight and seventy hundredths (868.70) feet South of the South line of Chicago Avenue and forty (40) feet East of the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence Westerly parallel to the South line of Chicago Avenue a distance of forty (40) feet to the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26); thence South along the West line of the Southeast Quarter (SE-1/4) of said Section Twenty-Six (26) a distance of seven hundred eleven and eight tenths (711.8) feet more or less to the point of beginning.

File No. 200-24601


191

CHICAGO TITLE INSURANCE COMPANY
100 N. LA SALLE ST.
CHICAGO, ILL. 60601
STATE OF ILLINOIS
FILE FOR RECORD
JUL 14 1984

Oct 8 9 18 AM '01
WILLIAM BELSKIN
RECORDED

HOOSIER STATE BANK OF INDIANA, as Trustee
for Trust No.A-878


JAMES DE VOU,
TRUST INVESTMENT OFFICER


ROBERT J. VICIAN
VICE PRESIDENT & TRUST OFFICER

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Robert J. Vician, Vice President & Trust Officer and James de Vou, Trust Investment Officer of the Hoosier State Bank of Indiana, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 28th day of September, 1981.


Kathleen A. Cross
Notary Public

My Commission Expires:

4-15-84

Prepared by Joseph E. Costanza

Please return Deed to: ARTHUR C. THORPE, 180 N. LaSalle Street,
Chicago, Illinois 60601

Please forward future
tax bills to:

GEORGE J. BEEMSTERBOER, INC., P. O. Box 280,
16807 S. Park Avenue, South Holland, Ill. 60473

Fol A-383410LD
1/W 240453

585121

WARRANTY DEED

Franklin W. Klein
c/o Arthur C. Thorpe
180 N LaSalle St. Chgo, Ill

2

THIS INDENTURE WITNESSETH that THEODORE S. BEEMSTERBOER and DOROTHY L. BEEMSTERBOER, his wife, and SIMON S. BEEMSTERBOER and MARIE C. BEEMSTERBOER, his wife, Owners, of the County of Cook and State of Illinois, convey andarrant to GEORGE J. BEEMSTERBOER, INC., an Indiana corporation, a corporation created and existing under and by virtue of the Laws of the State of Indiana, having its principal office at 16807 S. Park Ave., South Holland, Illinois 60473, for the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate situated in Lake County, State of Indiana, to wit:

KE/40-145-21

A parcel of land in the Southwest Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian being more particularly described as follows:

DULY ENTERED
FOR TAXATION

MAY 14 1980

James B. Davis
ASSISTANT CLERK

Commencing at the intersection of the Centerline of Chicago Avenue and the East line of said Southwest Quarter of Section 26; thence running South 0° 29' 25" East, along the East line of said Southwest Quarter of Section 26, a distance of 110.07 feet to the point of beginning, said point lying on the South right-of-way line of Chicago Avenue; thence continuing South 0° 29' 25" East, along the East line of said Southwest Quarter of Section 26, a distance of 620.09 feet; thence North 88° 27' 48" West, parallel with the Centerline of Chicago Avenue, a distance of 1701.88 feet; thence North 12° 12' 12" East, a distance of 619.70 feet; thence South 88° 27' 48" East, along the South right-of-way line of Chicago Avenue, a distance of 1679.95 feet to the point of beginning, containing 24.055 acres, more or less, all in the City of Gary, Lake County, Indiana.

SUBJECT to any condition that on inspection of the premises and an accurate survey may show and to covenants, easements and restrictions of record.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever, of the said Grantors, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances,

State of Indiana
County of Lake
May 21 9 02 AM '80
WILLIAM DUELS JR.
RECORDED

ACT: 3/5/80

unto the said Grantee, its heirs and assigns, forever.

DATED this 29th day of February, 1980.

Theodore G. Beamstarboer
Theodore G. Beamstarboer

Dorothy L. Beamstarboer
Dorothy L. Beamstarboer

Simon B. Beamstarboer
Simon B. Beamstarboer

Marie C. Beamstarboer
Marie C. Beamstarboer

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theodore G. Beamstarboer, Dorothy L. Beamstarboer, Simon B. Beamstarboer and Marie C. Beamstarboer, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29 day of February, 1980.



Theodore G. Beamstarboer
NOTARY PUBLIC

Commission expires May 13, 1981

This instrument was prepared by ARTHUR G. MORPHE, 180 N. LaSalle Street, Chicago, Illinois 60601.

513091

Constance Coulopoulos
615 Beacon Street
Boston, Mass. 02108

WARRANTY DEED

1
THIS INDENTURE WITNESSETH, that Wayne Waggoner of Livingston, Montana Conveys and Warrants to Constance Coulopoulos of 6 Beacon Street, Boston, Massachusetts, for and in consideration of the sum of One Hundred and Forty Thousand Dollars (\$140,000.00) the receipt whereof is hereby acknowledged, the following described Real Estate, in Lake County, in the State of Indiana, to-wit:

(As set out in the description attached hereto as Exhibit One)

Subject to real estate taxes for the year 1978 payable 1979 and all subsequent years, and all special assessments, subsequent to the year 1978, if any.

Also Subject to all easements, restrictions and covenants as set out in Exhibit Two attached hereto and all ordinances of the City of Gary, Indiana.

IN WITNESS WHEREOF, the Said Wayne Waggoner has hereunto set his hand and seal this 24th day of January, 1979.

Wayne Waggoner (SEAL)
Wayne Waggoner

STATE OF INDIANA)
SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County, this 24th day of January, 1979, came Wayne Waggoner and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission Expires:

1-24-81

Richard J. Lesniak
Notary Public
Richard J. Lesniak

This instrument prepared by: Richard J. Lesniak, Attorney at Law,
3926 Main Street, East Chicago, Indiana.

DULY ENTERED
FOR TAXATION
JAN 25 1979

James D. [Signature]
JAMES D. [Signature]
JANITOR LAKE COUNTY

79
JAN 26 PM 2 23
WILLIAM SIELSKI JR.
RECORDER

1251

EXHIBIT ONE

40-151-6

PARCEL 1: Part of the Northeast quarter of Section 35 and of the Southeast quarter of Section 26, all in Township 37 North, Range 9 West of the 2nd P.M., described as follows: Beginning at a point in the West line of the Northeast quarter of said Section 35, which is 404.33 feet South of the Northwest corner of the Northeast quarter of Section 35; thence South along the West line of the Northeast quarter of said Section 35; 412.26 feet, more or less, to a point in the Northwesterly property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern Railroad Co., (now Elgin, Joliet and Eastern Railroad Company) by Deed dated April 16, 1910 and recorded with Recorder of Deeds of Lake County, Indiana, in Book 179, page 350, as Document No. 32505, said line now being the Northerly right of way line of the Elgin, Joliet and Eastern Railroad Company; thence Northeasterly along said Northwesterly right of way line of the Elgin, Joliet and Eastern Railroad Co., 2,264.25 feet, more or less, to a point on the Southwesterly line of the 80 foot highway known as Industrial Highway; thence Northwesterly along the Southwesterly line of said Industrial Highway, a distance of 522.75 feet to a point which is 500 feet from Northwesterly right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto; thence Southwesterly along a line parallel to and 500 feet from the tangential portion of said Northwesterly right of way line of said Elgin, Joliet, and Eastern Railroad, Co., 1543.27 feet; thence Southwesterly along a line 15 degrees to the left, 53.12 feet, more or less to the South line of said Section 26; thence continuing along the last described line produced 61.44 feet, more or less, to a point which is 46 feet East of the West line of said Northeast quarter of said Section 35, said 46 feet being measured at right angles to said quarter Section line; thence South along a line parallel to and 46 feet distant from said quarter section line 259.75 feet to a point; thence Southwesterly along a line making an angle of 24 degrees 43 minutes to the right, a distance of 110 feet, more or less, to the point of beginning excepting therefrom the following described tract: Beginning at a point on the Southerly right of way line of the public highway commonly known and described as Industrial Highway and further known as U.S. Highway 12, 135 feet Northwesterly of and at right angles to the Northerly right of way line of the Elgin, Joliet and Eastern Railroad; thence Southwesterly and parallel to the Northerly line of said right of way to a point which is 150 feet Southwesterly of and at right angles to said Southerly line of Highway 12; thence in a Northwesterly direction and parallel to the Southerly line of said Highway 12; to the Westerly line of the property hereinabove described, being a distance of 388 feet, more or less, thence in a Northeasterly direction on Westerly line of th property herein described, to the Southerly line of said Industrial Highway being a distance of 150 feet, more or less, thence Southeasterly and along the Southerly line of Industrial Highway, to the point of beginning, in the City of Gary, Lake County, Indiana.

40-446-27

PARCEL 2: Part of the Southeast quarter of Section 26 and the Northeast quarter of Section 35, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, and being bounded and described as follows: Commencing at the Southwest corner of the Southeast quarter of said Section 26; thence East along the South line of said Section, 77.02 feet to the point of beginning; thence North along a line parallel to and 77 feet from measured at right angles to the North and South center line of said Section 26, 131.77 feet to a point; thence Northeasterly along a line 60 degrees 38 minutes right to the last described course, 123.70 feet to a point; thence continuing Northeasterly along a line 8 degrees 26 minutes right to the last described course, 44.76 feet to a point of curve; thence continuing Northeasterly, on a curve convex to the North having a radius of 297.94 feet; an arc distance of 114.4 feet to a point, thence Northeasterly, tangent to last described course, 6.40 feet to a point, thence continuing Northeasterly, along a line 4 degrees 16 minutes 45 seconds left to the last described course, 41.52 feet to a point; thence Northeasterly along a line 26 degrees 09 minutes 15 seconds left to the last described course, 503.38 feet to a point; thence Northwesterly at right angles to the last described course, 119.69 feet to a point; thence Northeasterly along a line forming an interior angle of 98 degrees 21 minutes 30 seconds to the last described course, 647.72 feet to a point on the Southwesterly right of way line of a public road commonly known as Industrial Highway; thence Southeasterly, along said Southwesterly right of way line of Industrial Highway which forms an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 267.14 feet to a point which marks the most Northerly corner of the property deeded to Johnson's Incorporated by E.J. and E. Railway Company dated October 9, 1944 and recorded October 23, 1944, in Deed Record 710, page 112; thence Southwesterly along said Johnson's Northwesterly line along a line forming an interior angle of 72 degrees 57 minutes to the last described course, 1,543.27 feet to a point; thence Southwesterly along a line 15 degrees 00 minutes left to the last described course, 70.37 feet to a point; thence North, along a line forming an interior angle of 45 degrees 38 minutes to the last described course, 12.41 feet to the point and place of beginning.

40-146-28

PARCEL 3: Part of the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, and being bounded and described as follows: Beginning at a point on the Southwesterly right of way line of Industrial Highway which is 101.16 feet Northwesterly of the Northeasterly corner of Parcel No. 2 hereinabove described and measured along said Southwesterly right of way line of Industrial Highway; thence Northwesterly, along said Southwesterly right of way line of Industrial Highway, 391.24 feet to a point; thence Southwesterly, along a line forming an interior angle of 101 degrees 00 minutes to the last described course, 483.50 feet to a point; thence Northwesterly along a line 79 degrees 02 minutes 30 seconds right to the last described course, 12.35 feet to a point; thence Southerly, along a line forming an interior angle of 46 degrees 22 minutes 30 seconds to the last

described course, 346.79 feet to a point; thence Easterly along a line forming an interior angle of 91 degrees 40 minutes to the last described course 125.5 feet to a point; thence Southeasterly along a line 58 degrees right to the last described course, 65.08 feet to a point; thence North-easterly, along a line forming an interior angle of 81 degrees 38 minutes 30 seconds to the last described course, 668.28 feet to the point and place of beginning.

PARCEL 4: A parcel of land situated in the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian, described as follows: Beginning at a point on the Southwesterly right of way line of a public roadway commonly known as Industrial Highway, said point being 267.14 feet Northwesterly of the most Northerly corner of the property acquired by the Berry Refining Company from Johnson Oil Company by Deed recorded in Deed Record 710, page 112; thence Northwesterly along said Southwesterly right of way line of Industrial Highway 101.16 feet to a point; thence Southwesterly along a line forming an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 668.28 feet to a point; thence Northwesterly along a line forming an angle of 81 degrees 38 minutes 30 seconds to the last described course, 65.08 feet to a point; thence Westerly along a line 58 degrees 58 minutes left to the last described course extended 125.5 feet to a point; thence Southeasterly along a line forming an interior angle of 62 degrees 58 minutes to the last described course, 344.89 feet to a point; thence Northeasterly at right angles to the last described course, 160.84 feet to a point; thence Northwesterly at right angles to the last described course 119.69 feet to a point; thence Northeasterly along a line 81 degrees 38 minutes 30 seconds right to the last described course extended, 647.72 feet to the point of beginning, in the City of Gary, Lake County, Indiana.

PARCEL 5: Part of the Southeast quarter of Section 26, Township 37 North, Range 9 West of the 2nd P.M., described as: Commencing at a point in the South line of Chicago Avenue 500 feet East of the point where the North and South center line of said Section 26 intersects the south line of said Chicago Avenue, thence South parallel to said North and South center line 500 feet to a point; thence Southeasterly parallel to the Southwesterly line of Industrial Highway 40 feet to a point, thence Northeasterly 485 feet, more or less, to a point on the Southwesterly line on said Industrial Highway, said point being 350 feet in a Southeasterly direction from the intersection of said Southwesterly line of Industrial Highway with the Southerly line of Chicago Avenue; thence Northwesterly along the Southwesterly line of said Industrial Highway 350 feet to a point in the South line of Chicago Avenue; thence West along the South line of said Chicago Avenue 171.24 feet, more or less, to the point and place of beginning, in the City of Gary, Lake County, Indiana.

Excluding therefrom all that land heretofore sold by Leonard Refineries, Inc., a Michigan Corporation, to Conservation Chemical Company of Illinois, a Missouri Corporation, pursuant

to an agreement dated May 5, 1967 and recorded with the recorder of deeds of Lake County, Indiana in Book 959, page 38.

AND DESCRIBED AS:

Part of the NE 1/4 of Section 35 and of the SE 1/4 of Section 26, all in Township 37 North, Range 9 West of the 2nd P.M., described as follows:

Beginning at a point in the West line of the NE 1/4 of said Section 35, which is 404.33 feet South of the NW corner of the NE 1/4 of said Section 35; thence South along the West line of the NE 1/4 of said Section 35; 412.26 feet more or less, to a point, in the Northwestern property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern R.R. Co. (now Elgin, Joliet & Eastern R.R. Co.) by Deed dated April 16, 1910 and recorded with the Recorder of Deeds of Lake County, Indiana, in Book 179, page 350, as Document #32505, said line now being the Northernly right of way line of the Elgin, Joliet & Eastern R.R. Co.; thence Northeasterly along the Northwestern right of way line of the Elgin, Joliet and Eastern R.R. Co., 660.40 feet, more or less, to a point of curve on said R.R. right of way; thence North $40^{\circ}20'45''$ West a distance of 508.24 feet to a point on a line which is 500 feet from the tangential portion of the Northwestern right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto, and 1543.27 feet Southwesterly from the Southwesterly right of way of the Industrial highway; thence South $44^{\circ}59'$ West 53.12 feet more or less to the South line of said Section 26; thence continue along the last described line produced 61.44 feet, more or less to a point which is 46 feet East of the West line of said NW 1/4 of said Section 35, said 46 feet being measured at right angles to said Quarter Section line; thence South along a line parallel to and 46 feet distant from said Quarter Section line 259.75 feet to a point; thence Southwesterly along a line making an angle of $24^{\circ}43'$ to the right a distance of 110 feet, more or less, to the point of beginning, in the City of Gary, Lake County, Indiana.

EXHIBIT TWO

1. Easements for water and utilities serving the Premises;

2. Agreement for the use of a pipeline dated September 27, 1960, between The Buckeye Pipe Line Company and Berry Refining Company and two letter agreements on the letter-head of Cities Service Oil Company dated June 13, 1957 and March 31, 1964, respectively, between Cities Service Oil Company and Berry Refining Company to the extent that said agreement and said letter agreements may constitute encumbrances;

3. Easements granted October 30, 1956 by Gary National Bank as Trustees to Elgin, Joliet and Eastern Railway Company recorded in Lake County, Indiana, Miscellaneous Records 676, Page 224, as Document No. 965868;

4. Letter agreement between Elgin, Joliet and Eastern Railway Company and Johnson's, Inc. dated January 30, 1946;

5. Letter agreement between Elgin, Joliet and Eastern Railway Company and Berry Refining Company dated August 3, 1956;

6. Easement granted September 5, 1961 by Berry Refining Company to Elgin, Joliet and Eastern Railway Company recorded in Lake County, Indiana, Miscellaneous Records 874, Page 447;

7. Easement for roads, highways, streets, alleys, ditches or drains;

8. Month-to-month lease to Angelo A. Silveri and Edie V. Silveri d/b/a Harvard Oil Company;

9. Easements granted or to be granted on or after May 3, 1967, by Leonard Refineries, Incorporated to Conservation Chemical Company of Illinois, pursuant to Agreement for the sale of certain property, including

a) easement to effect a connection into the then existing water line on the Premises or to construct a replacement water line across the Premises;

b) Easement to permit ingress and egress over the then existing road from Industrial Highway or to permit construction, operation, and maintenance of a new driveway and underground utilities from Industrial Highway;

c) all other easements, terms, and conditions appearing in above stated Agreement, including, specifically, the terms and conditions of the agreement relating to maintenance and operation of the then existing separator pit for the collection and disposal of natural surface waters which may be located on the Premises;

to the extent that the above stated Agreement and any easement terms, and conditions therein may constitute encumbrances.

APPROVED TO FORM

DATE: *March 26, 1968*

BY: *[Signature]*

10. Non-exclusive easement granted December 12, 1968, by Leonard Refineries, Incorporated to Conservation Chemical Company of Illinois, pursuant to Easement over and through a strip of land fifteen (15) feet in width for the construction, operation, maintenance or reconstruction of lines, poles and related facilities for the transmission of electrical current to the then property of Conservation Chemical Company of Illinois to the extent above stated easement may constitute an encumbrance.

11. Possession by Conservation Chemical Company of Illinois under a tenancy at will of a portion of the office building on said premises.

12. Possession of a portion of said premises by World Wide Industries, Inc., an Indiana corporation, for open storage of lumber and other personal property.

13. Agreement between Elgin, Joliet and Eastern Railway Company and Johnson's Inc., dated October 9, 1944, relating to railroad tracks.

14. Tracks excepted in deed of Elgin, Joliet and Eastern Railway Company dated October 9, 1944, recorded in Deed Record 710, page 112.

15. Easement to Luria Brothers recorded in 1978.

333410 NO

LD

154518

Henry Zelinaki
Box 58, EC, Ind

333499

QUIT CLAIM DEED

STATE OF INDIANA
LAKE COUNTY
RECORDS
JAN 13 11 21 AM '76
J. MICHAEL
ORDER

THIS INDENTURE, made this 16th day of December, 1975, between CITIES SERVICE OIL COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware, having its offices at the Cities Service Building, P. O. Box 300, Tulsa, Oklahoma 74102, and duly authorized to transact business in the State of Indiana, party of the first part; and HOOSIER STATE BANK OF INDIANA, an Indiana corporation, as Trustee for Trust No. A-878, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, has, and by these presents does quitclaim unto said party of the second part and to its successors and assigns forever, all the following described real estate situated in Lake County, State of Indiana, to-wit:

Part of the North 1000.0 feet of the Northwest Quarter of Section 35, and part of the South 250.0 feet of the Southwest Quarter of Section 26, all in Township 37 North, Range 9 West of the Second Principal Meridian and more particularly described as follows:

Commencing at the Northwest corner of said Section 35 (Southwest corner of Section 26); thence running South 89°00'35" East, along the North line of said Section 35 (South line of Section 26), a distance of 883.58 feet to a point on the East right-of-way line of Frontage Road No. 2 of Indiana State Highway 912 (Cline Avenue) as acquired for Project SUS31(8) by the Circuit Court of Lake County, Indiana, on July 11, 1966 as Cause No. C-65-989 and deeded to the State of Indiana by Clerk's Deed as Document #696721 in Deed Record 1339, pages 539 through 545, which point is the place of beginning; thence South 0°10'18" East, along said East right-of-way line, 1000.00 feet; thence South 89°00'35" East, parallel with the North line of said Section 35, 2167.13 feet to a point on the East right-of-way line of the Elgin, Joliet & Eastern Railroad; thence North 0°00'00" East, along

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J. Michael
RECORDS LAKE COUNTY

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said West right-of-way line, 305.62 feet to the Southwest corner of a tract of land conveyed by Defense Plant Corp. to Johnson's Inc. and recorded in Deed Record 709, page 261 in the Office of the Recorder of Lake County, Indiana; thence North 0°12'43" East, along the West line of said Johnson's, Inc. tract and parallel with the East line of said Northwest Quarter of Section 35, a distance of 694.29 feet to the Northwest corner of said Johnson's, Inc. tract and the North line of said Section 35; thence South 89°00'36" East, along the North line of said Johnson's, Inc. tract and the North line of said Section 35, a distance of 136.18 feet to the Northeast corner of the Northwest Quarter of said Section 35 (also the Southeast corner of the Southwest Quarter of said Section 26); thence North 0°29'25" West, along the East line of the Southwest Quarter of said Section 26, a distance of 250.03 feet; thence North 89°00'36" West, parallel with the South line of said Section 26, a distance of 2307.49 feet to the aforesaid East right-of-way line of Frontage Road No. 2; thence South 0°10'12" East, along said East right-of-way line, a distance of 250.00 feet to the place of beginning, containing 63.039 acres, more or less, all in the City of Gary, Lake County, Indiana.

Subject to easements, rights-of-way, building restrictions, minerals heretofore reserved by previous owners, any valid mineral leases of record, and unmatured installments of special assessments, if any.

The party of the first part, for itself and its successors and assigns, reserves:

(a) The right of ingress and egress to and from said land for any and all purposes necessary and incident to the maintenance, operation and repair of certain electric power cables, telephone cables, ducts and conduits, manholes, and transformers, together with appurtenances thereto, if any, at such time or times as may be necessary to conduct the operations of party of the first part and its successors and assigns.

(b) The right to make repairs to overhead or underground piping carrying water, steam, air or other products, as long as party of the first part conducts operations on any adjacent property.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said CITIES SERVICE OIL COMPANY pursuant to the authority of its Board of Directors, has caused the execution thereof by its duly authorized officers and the affixing hereto of its corporate seal, all as of the date hereinbefore given.

ATTEST:

CITIES SERVICE OIL COMPANY

Lewis J. Haines
Lewis J. Haines
Assistant Secretary

By R. B. Thomas
R. B. Thomas
Executive Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

Before me, a Notary Public in and for said County and State, on this 16th day of December, 1975, personally appeared CITIES SERVICE OIL COMPANY by R. B. THOMAS and LEWIS J. HAINES, its Executive Vice President and Assistant Secretary, respectively, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal.

My Commission Expires:
January 21, 1977.

Albert A. Baker
Notary Public - Albert A. Baker

This instrument prepared by S. E. Myers, Jr.,
Attorney, P. O. Box 300, Tulsa, Oklahoma 74102

Oklahoma Grants Income Tax on Sale of Real Estate	
Paid by	<u>Cities Service Oil Company</u>
Date Paid	<u>1-5-76</u>
Amount Paid \$	<u>1714.96</u>
Treasurer's Receipt #	<u>296351</u>
Lake County	

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of

May, 1967, by and between LEONARD REFINERIES, INC., a Michigan corporation of East Superior Street, Alma, Michigan (the "Seller" herein), and CONSERVATION CHEMICAL COMPANY OF ILLINOIS, a Missouri corporation of 8900 Front Street, Kansas City, Missouri ("Buyer");

W I T N E S S E T H:

WHEREAS, Seller owns certain land located in the city of Gary, Lake County, Indiana, identified as parcels 1 and 2 on Schedule 1 annexed hereto, and desires to sell a portion of said Parcel 1 to Buyer; and Buyer desires to purchase the same from Seller upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS AGREED:

(1) Seller shall sell and transfer to Buyer, and Buyer shall purchase and accept the transfer from Seller of, that certain property described in Schedule 2 annexed hereto, containing 4.114 acres more or less (the "Property" herein).

(2) The purchase price and consideration for the purchase and sale of the Property shall be Twenty-Eight Thousand Seven-Hundred Ninety-Eight Dollars (\$28,798.00) which shall be paid to Seller in cash, or by Buyer's certified or cashier's check or checks payable to Seller's order, as follows:

(a) Upon the execution of this Agreement, Buyer shall pay to Seller the sum of Two Thousand Eight Hundred Seventy-Nine Dollars and Eighty Cents (\$2,879.00); and

(b) Seller shall, within thirty (30) days after the date hereto deliver to Buyer a commitment duly issued by Lawyers Title Insurance Company (the "Title Company" herein) in which said Title Company shall agree to issue to Buyer forthwith, after Seller's

STATE OF MICHIGAN
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JOSEPH E. KLEN
RECORDED
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Special Warranty Deed in substantially the form of the deed annexed hereto and labelled Schedule 3 shall have been placed of record, its owner's title insurance policy in the form now used by said title company in the county and state where said property is located, insuring merchantable fee simple title, in Buyer, free and clear of all liens and encumbrances whatsoever, except for standard exceptions and for the items set forth on Schedule 4 attached hereto and made a part hereof, in an amount not less than the purchase price. In the event that said commitment shall contain any exceptions other than standard exceptions and those exceptions set forth on Schedule 4, Buyer shall have the right, if it elects, to rescind this Agreement, whereupon the money paid to Seller pursuant to Subparagraph (a) of this Paragraph (2) shall be repaid to Buyer promptly and all further obligations of either party hereunder shall terminate.

(c) Upon receipt of said commitment, Buyer shall have thirty (30) days to determine whether the exceptions set forth in said commitment, and any other items not of record of which Buyer has or may obtain notice, would unreasonably interfere with Buyer's intended use of the property. If the same would not so interfere, Buyer shall forthwith pay to said title company at the end of said thirty (30) days for the account of Seller the balance of said purchase price. If the same would unreasonably interfere with Buyer's intended use of the property, Buyer shall so notify Seller, and this Agreement shall thereupon be null and void, and all monies theretofore paid by Buyer to Seller shall be promptly refunded to Buyer.

(d) Upon delivery of the balance of the purchase price by Buyer as provided in Subparagraph (c) of this Paragraph (2), Seller shall forthwith execute and deliver to said title company for its approval and recording its Special Warranty Deed from Seller to Buyer, in substantially the form attached hereto and labelled Schedule 3, conveying the property to Buyer.

(e) When said title company shall be ready to deliver its said title insurance policy to Buyer, Seller shall be, at such time, entitled to receive all monies held by said title company for delivery

to Seller, and Buyer shall, at such time, be entitled to receive, at Seller's expense, said title insurance policy. Said Special Warranty Deed shall be delivered to Buyer as soon as it has been recorded and is obtainable from the Recorder of Deeds. When said Special Warranty Deed is obtained from the Recorder of Deeds, and prior to its delivery to Buyer, said Title Company shall affix thereon and cancel, at Seller's expense, the required amount of federal documentary stamps.

(3) Upon execution hereof and payment of said Two Thousand Eight Hundred Seventy-Nine Dollars and Eighty Cents (\$2,879.80) from Buyer to Seller, Buyer shall be entitled to immediate possession of the Property, together with access thereto, provided that until said Special Warranty Deed shall have been recorded and delivered to Buyer, as herein above provided, Buyer shall indemnify and hold Seller harmless from any damage to property or injury to person (including death) resulting from Buyer's use and occupancy of said Property and the access thereto.

(4) For a period of five (5) years from the date hereof, Buyer shall maintain and operate the existing separator pit, presently located on the property, or a suitable substitute therefor, for the collection and disposal of natural surface waters from the balance of Seller's property set forth in Schedule 1, as well as oils presently on the balance of Seller's said property, the melting point of which is less than 50° Fahrenheit. Buyer shall not be obligated to so maintain and operate said separator pit until the Property is being served with electrical current sufficient to operate said pit. Buyer's obligations hereunder are further subject to no objection being made to, or demand to cease and desist from, disposing of the effluent from such pit onto adjacent properties, from the owners, legal or equitable, of such adjacent properties or any governmental authority having jurisdiction thereof, provided Buyer shall promptly furnish

Seller copies of any such written objection or demand. Buyer shall not be responsible for the collection, treatment or disposal of any industrial waste or domestic sewage except such as may result from the use or occupancy of the Property after possession thereof has been delivered to Buyer pursuant to this Agreement.

(5) The Agreement dated October 9, 1944 wherein Johnson's, Inc. granted Elgin, Joliet and Eastern Railway Company the right to maintain, operate, repair and relocate certain railroad tracks owned by said railway company and located, in whole or in part, on the Property shall not be terminated by Buyer without the prior written consent of Seller, and promptly after the execution of this Agreement, Buyer shall give written notice to said railway company, in form and substance satisfactory to counsel for Seller, that the consent of Seller is required to terminate said Agreement dated October 9, 1944. Buyer shall permit Seller to use and/or extend said railroad tracks in order to provide rail access to that portion of Parcel 1 which is not to be sold to Buyer pursuant to this Agreement. In the event that Seller elects to use and/or extend said railroad tracks as aforesaid, Seller shall reimburse Buyer for one-half of all reasonable costs and expenses incurred by Buyer in constructing a railroad spur on the Property, which said spur shall be connected to said existing railroad tracks and shall be of sufficient length to permit Buyer to park two (2) standard railroad tank cars thereon, but not to exceed two hundred fifty (250) lineal feet of track; provided, however, that if Buyer shall construct said spur before Seller elects to use and/or extend said railroad tracks as aforesaid, then, in that event, Seller shall not be obligated to reimburse Buyer for any costs or expenses incurred by Buyer in constructing said spur.

(6) Buyer shall have the right to connect into the existing water line located on Parcel 1 on Schedule 1, and to extend the same if necessary, in order to provide water for use on, or in connection

with the use of, the property, and, if necessary to effect the connection to the existing water line, Seller shall grant Buyer an easement therefor across the remainder of Parcel 1 to the nearest point in said water line where connection can be made, which said easement shall automatically terminate upon completion of the replacement water line as hereinafter provided. Such connections or extensions shall be made at the sole cost and expense of Buyer, and Buyer shall pay the entire cost of all water used on, or in connection with the use of, the property; provided, however, that if Buyer is required to pay the minimum monthly meter charge for said water, it shall not be responsible for that portion of said charge, if any, which is attributable to the use of water taken from said existing water line for use on, or in connection with the use of, lands other than the property. Seller shall not sever or remove said existing water line, or take any other action with respect thereto which would permanently interrupt Buyer's supply of water, without first notifying Buyer of its intent to do so and permitting Buyer to construct, at no cost or expense to Seller, a replacement water line from Industrial Highway, across that portion of Parcel 1 on Schedule 1 which is not to be sold pursuant to this Agreement, to the property. If construction of said replacement water line has not been completed within ninety (90) days after Buyer is so notified, Seller may thereafter sever or remove said existing water line or interrupt said water supply.

(7) Buyer shall have the right to use the existing road from Industrial Highway, across the portion of Parcel 1 on Schedule 1 which is not to be sold pursuant to this Agreement, to the property until such time as the location of a new driveway is selected by Seller and said driveway has been constructed as hereinafter provided in this Paragraph (7). When Seller has selected a location for a new driveway, Seller shall grant to Buyer a non-exclusive driveway and underground utilities easement (not less than twelve (12) feet in width) from Industrial Highway, across that portion of Parcel 1 on Schedule 1 not to be sold pursuant to this Agreement, to the property to permit the construction, operation and maintenance of said new driveway and of a replacement water line as contemplated by Paragraph (6) hereto. The route of said new driveway shall be such as to permit the reasonable and normal use thereof by tank trucks and other motor vehicles used in the operation of Buyer's business. Promptly after said easement has been granted by Seller to Buyer,

Buyer shall commence construction of a paved driveway, not less than twelve (12) feet in width, in and upon said easement and shall proceed with diligence until construction of said driveway has been completed. The construction of said driveway as aforesaid, and the maintenance thereof, shall be at the sole cost and expense of Buyer, provided that if the length of said driveway exceeds 1700 feet, Seller shall reimburse Buyer for the pro-rata portion of the cost of said driveway in excess of 1700 feet, and further provided, however, that in the event Seller shall use, or desire to use, said driveway or any portion of Parcel 1 on Schedule 1 in a manner, or to an extent, which requires that said driveway be expanded, enlarged, resurfaced or otherwise altered in order to prevent damage to the same, then, in that event, Buyer shall not be responsible for any costs or expenses incurred by Seller to complete said expansion, enlargement, resurfacing or other alterations.

(8) Buyer shall grant to Seller, if Seller so requests, an easement across the northwest corner of the Property, not to exceed the area indicated on Schedule 5, attached hereto and made a part hereof.

(9) At or prior to the delivery of Special Warranty Deed by Seller and delivery of the balance of the purchase price by Buyer, Seller shall deliver to Buyer an easement, not less than ten (10) feet in width, for the construction, operation, maintenance, or reconstruction of lines, poles and related facilities for the transmission of electrical current to the Property, said easement to run along the southwesterly edge of Seller's Parcel 1 as shown in Schedule 1 hereto, from Industrial Highway to the Property, and shall be of sufficient width to allow the construction, operation,

Buyer shall commence construction of a paved driveway, not less than twelve (12) feet in width, in and upon said easement and shall proceed with diligence until construction of said driveway has been completed. The construction of said driveway as aforesaid, and the maintenance thereof, shall be at the sole cost and expense of Buyer, provided that if the length of said driveway exceeds 1700 feet, Seller shall reimburse Buyer for the pro-rata portion of the cost of said driveway in excess of 1700 feet, and further provided, however, that in the event Seller shall use, or desire to use, said driveway or any portion of Parcel 1 on Schedule 1 in a manner, or to an extent, which requires that said driveway be expanded, enlarged, resurfaced or otherwise altered in order to prevent damage to the same, then, in that event, Buyer shall not be responsible for any costs or expenses incurred by Seller to complete said expansion, enlargement, resurfacing or other alterations.

maintenance and reconstruction of such lines, poles and related facilities to serve the property for Buyer's intended use thereof.

(10) Any payment, notice, request or other document to be made or given by either of the parties hereto to the other party shall be in writing and shall be delivered, personally or by registered mail, postage prepaid, if to Seller, to:

Leonard Refineries, Inc.
P. O. Box 231
Aima, Michigan 48801

Attention: The President,

and if to Buyer, to:

Conservation Chemical Company of Illinois
P. O. Box 6404
Kansas City, Missouri 64125

Attention: The President.

(11) Real property taxes and special assessments assessed against the property for the year 1967 shall be prorated between Buyer and Seller as of the time possession of the property is delivered by Seller to Buyer hereunder. For purposes of this paragraph (11), "real property taxes and special assessments assessed against the property for the year 1967" shall mean that amount of said taxes assessed against Parcel 1 on Schedule 1 for said year which bears the same ratio to the total amount of said taxes assessed against said Parcel 1 for said year as the total area of the property alone (expressed to the nearest one-hundredth of an acre) bears to the total area of said Parcel 1 including the property (expressed to the nearest one-hundredth of an acre). Buyer and Seller shall pay their respective share of said taxes, prorated as aforesaid, before the same shall

become delinquent, provided that Seller shall furnish Buyer promptly when available a copy of the 1967 tax statement for such real property taxes and special assessments. Seller shall pay all real property taxes and special assessments which are a lien on the property and can be paid at the date hereof, except such real property taxes and special assessments assessed or imposed during the current year, provided, however, that if there are any such real property taxes or installments of special assessments which are a lien on the property (other than those for 1967), but which will not become delinquent until after the closing hereof, Seller shall pay the same prior to the delinquency thereof, and shall further indemnify, defend and hold Buyer harmless from and against any loss, cost, damage or expense arising out of the non-payment thereof.

(12) This Agreement shall be binding upon, and shall inure to the benefit of, Buyer and Seller and their respective successors and assigns, including any persons who may hereafter own, occupy or use any of the lands described on Schedules 1 and 2 annexed hereto, or claiming under or through either of the parties hereto; provided, however, that Buyer shall not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(13) This Agreement is deemed a Michigan contract and shall be construed, governed by and administered in accordance with the laws of the State of Michigan.

(14) Nothing in this Agreement, expressed or implied, is intended to confer upon any persons other than the parties hereto, their successors and assigns, any rights or remedies under, or by reason of, this Agreement.

(15) This instrument contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, by the parties hereto with respect to the subject matter hereof.

STATE OF MICHIGAN)
) SS
COUNTY OF GRATIOT)

Before me, a notary public in and for said county, on this
5th day of May, 1967, personally appeared
LEONARD REFINERIES, INC. by John S. Pfarr and
Robert L. Anthony, its President and Secretary,
respectively, and acknowledged the execution of the foregoing
instrument.

Millard L. Bush
Notary Public Millard L. Bush
Gratiot County, Michigan

My commission expires:

June 1, 1968

MICHIGAN
STATE OF ~~MISSOURI~~)
) SS
COUNTY OF ~~JACKSON~~)

Before me, a notary public in and for said county, on this
5th day of May, 1967, personally appeared
CONSERVATION CHEMICAL COMPANY OF ILLINOIS by Norman B. Hiersted
and ~~Norman B. Hiersted~~, its President ~~and Secretary~~,
~~respectively~~, and acknowledged the execution of the foregoing
instrument.

Millard L. Bush
Notary Public Millard L. Bush
~~Gratiot County, Michigan~~
Gratiot County, Michigan

My commission expires:

June 1, 1968

This Instrument Prepared By:

J. Theodore Everingham
1875 Penobscot Building
Detroit, Michigan 48226

SCHEDULE 2

Description of Property:

Part of the NE 1/4 of Section 35 and of the SE 1/4 of Section 26, all in Township 37 North, Range 9 West of the 2nd P.M., described as follows:

Beginning at a point in the West line of the NE 1/4 of said Section 35, which is 404.33 feet South of the NW corner of the NE 1/4 of said Section 35; thence South along the West line of the NE 1/4 of said Section 35; 412.26 feet more or less, to a point, in the Northwest property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern R.R. Co. (now Elgin, Joliet & Eastern R.R. Co.) by Deed dated April 16, 1910 and recorded with Recorder of Deeds of Lake County, Indiana, in Book 179 page 350, as Document #32505; said line now being the Northernly right of way line of the Elgin, Joliet & Eastern R.R. Co.; thence Northwesterly along the Northwest property line of way line of the Elgin, Joliet & Eastern R.R. Co., 660.40 feet, more or less, to a point of curve on said R.R., right of way; thence North 40°20'45" West a distance of 508.24 feet to a point on a line which is 500 feet from the tangential portion of the Northwest property right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto; and 1543.27 feet Southwesterly from the Southwest property right of way of the Industrial Highway; thence South 44°59' West 53.12 feet more or less to the South line of said Section 26; thence continue along the last described line produced 61.44 feet, more or less to a point which is 46 feet East of the West line of said NE 1/4 of said Section 35, said 46 feet being measured at right angles to said Quarter Section line; thence South along a line parallel to and 46 feet distant from said Quarter Section line 259.75 feet to a point; thence Southwesterly along a line making an angle of 24°43' to the right a distance of 110 feet, more or less, to the point of beginning, in the City of Gary, Lake County, Indiana.

N89 BANK TR-TR A878

BEBO BRADY
MERRILLVILLE, IN 46410

40-014-0020

ADDITIONAL INFORMATION

LAKE COUNTY, INDIANA

NEW LEGAL 1/25/95 ik/JA

PT W. 200 FT OF S. 450 FT OF S. 81 SW 1/4

8.26	7.37	2.9	5.456AC.
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PT. SW. 2 NS. SW.

5-24 1.37 R-9 16.820 AC NL.

UNIT 52 40-0345-0020

UNIT 21

93

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[illegible]

ELGIN, JOLIET & EASTERN RAILWAY CO

40-0150-0009

Real Estate Assessment and Transfer Record

LAKE COUNTY, INDIANA

ADDITIONAL INFORMATION

PT NW. S.35 T.37 R.9 2.07 A
623.81 X 157.245 X 695.86 X
137.95 FT.

UNIT 25

40-0150-0009

APPR 550 N MORSE ST

6

-46406

[illegible]

PT. SE. S.26 T.37 R.9 4.70A.

Real Estate Assessment and Transfer Record

LAKE COUNTY, INDIANA

ADDITIONAL INFORMATION

40-0146-0014

[illegible]

UNIT 25 40-0346-0014
APPR 700 N COLFAX 6 -46406

[illegible]

ELGIN, JOLIET & EASTERN RY. CO.

Real Estate Assessment and Transfer Record

ADDITIONAL INFORMATION

40-0146-0012

LAKE COUNTY, INDIANA

PT. SE. S.26 T.37 R.9 S.443 A.

UNIT 25 40-0146-0012
APPR 900 N SHERMAN ST 6 -46406

[illegible]

UNIT KEY NUMBER DUP YEAR=1 MORTG 00-00 CHGE SID.# 03-35-200-001 00-00-000-000
25-40-0151-0008 420921 BK 0000 PG 000000

TYPE USE-00 DOC

R/C CD 00 ASSESS VAL HMSTD VAL

LAND 2,470 H

IMPROVE H

TOT VAL 2,470 H

DUCTIONS CHARGES A.OF.A C.OF.E

CONSERVATION CHEMICAL CO. OF ILL.

P.O. BOX 6066

GARY, IN 46406-0066

LEGALS: PT. NE.1-4 OF S.35 T.37 R.9 &

PT.S2.SE.1-4 OF

S.26 T.37 R.9 4.114AC.

6500 IND HWY G -46407

TRAN DTE INST DTE KD DEED LEG ACR

00-00-00 00-00-00 00 000000

KEY COMB/SPLIT 00-0000-0000

TAX DUE PAYMENTS DATE RECPT.

248.30

248.30

24.83

568.00

113.60

550.64

220.24

26813.40

54293.52

CONSER. 00

SEWAGE. 00

AUD TAX SALE

TOT BAL DUE

83,080.83

TOT DED

NET VAL 2,470

1ST 248.30

2ND 248.30

1ST PEN 24.83

9 DEL 568.00

97 PEN 113.60

9 DEL 550.64

9 PEN 220.24

PR. DEL 26813.40

PR. PEN 54293.52

MAY OV. NOV OV.

DEL OV.

MR?

